VOL. XXXIX., No. 27.

The Solicitors' Journal and Reporter.

LONDON, MAY 4, 1895.

Contents.

Current Topics 441
Implied Covenants by a Lessor 444
Auditors and the Companies Acts ... 445
Legislation in Progress 445
Reviews 445
Correspondence 445
New Orders, &c. 446
Law Societies 452
Law Students' Journal 455
Legal News 456
Court Papers 457
Winding Up Notices 457
Creditors' Notices 457
Bankruptcy Notices 459

Cases Reported this Week.

In the Solicitors' Journal.

Burdekin & Co., Re 452
Densham & Sons' Trade-Mark, Re 448
English and American Machinery Co. v. The Campbell Machine Co 449
Howell, Re. Ex parte Mandleberg ... 452
Huddersfield Banking Co. (Lim.) v. Henry Lister & Son (Lim.) 448
Kelly v. Metropolitan Railway Co. 447
Lindsay and Forder's Contract, Re 449
London and General Bank (Lim.), Re 450
Morgan v. Jackson 451
Otway, Re. Otway v. Otway 449
Sherras v. De Rutzen 451
Stephens v. Green; Green v. Knight .. 448
Wilmer v. M'Namara & Co. 450

In the Weekly Reporter.

Anne Cooke, In the Goods of 428
Bassett, In re. Ex parte Lewis 427
Bowling and Welby's Contract, In re .. 417
Fairclough v. Whitmore 421
Foster, In re. Ex parte Official Receiver v. Byrne 423
Guardians of the Poor of West Ham Union v. Guardians of the Poor of Cardiff Union 424
Guardians of West Ham Union, Appellants. Churchwardens, Overseers, and Guardians of St. Matthew, Bethnal Green, Respondents 419
Jones v. Jones 424
Mayor, &c., of Canterbury v. Wyburn and others 430
Parkinson v. Wainwright & Co. (Limited) and Wainwright 430
Pyle, In re. Pyle v. Pyle 430
Reg. v. Justices of Durham 428
Singleton (Appellant) v. Ellison (Respondent) 426
Young v. Holloway and Another 429

CURRENT TOPICS.

On an examination of the sittings paper for the Chancery Division it will be observed that neither Mr. Justice Chitty nor Mr. Justice North intend to hear witness actions during the present sittings.

A transfer has been made of eighty-eight witness actions to Mr. Justice Romer for the purpose only of hearing or trial. Thirty-eight of these are taken from the list of Mr. Justice Chitty, thirty from that of Mr. Justice North, and twenty from that of Mr. Justice Stirling. We print the Order of Transfer elsewhere, and we are enabled to give from the cause book a list of the transferred actions in the order in which they are appointed to be heard.

Mr. William Howard Winterbotham, of the firm of Waterhouse, Winterbotham, Harrison, & Harper, of Newcourt, Carey-street, who has been appointed Official Solicitor to the Supreme Court, in succession to the late Mr. Pemberton, graduated both at the London and Cambridge Universities, and was admitted in 1869. His late partner, Mr. Waterhouse, was a member of the Council of the Incorporated Law Society, and his brother, the late Mr. H. S. P. Winterbotham, M.P., was Under-Secretary of State for the Home Department.

In making an order confirming a reduction of capital in the City of St. Petersburg New Waterworks Co. (Limited), Chitty, J., took occasion to point out that the order was to confirm the reduction, not to confirm the special resolution for such reduction, as the petition asked. Section 11 of the Companies Act, 1867, is quite clear and precise in its terms, but practitioners seem to have departed from them. In the May number of the *Law Reports* we find the petitioner, the judge, and even the reporter himself in his headnote falling into the same verbal error (*vide Re Floating Dock Co. of St. Thomas (Limited)*, 1895, 1 Ch. 691). The error has the sanction of Palmer and Seton, but Burney's Chancery Forms use the strict language pointed out by the learned judge. The point is perhaps trivial, but it is strange that it has hitherto escaped notice.

Possibly the members of the Rule Committee may be stimulated to action upon the general subject of service of notices of writs and orders out of the jurisdiction by the remarks of Mr.

Justice STIRLING in *The English and American Machinery Co.* v. *The Campbell Machine Co.*, which we report elsewhere. His lordship said that "some remarks had been made in the course of the hearing as to the hardship suffered by the plaintiffs under the circumstances [leave to serve notice of a writ out of the jurisdiction being refused], and he sympathized with those remarks. As the rules stood, a person residing out of the jurisdiction could commit a tort, and the person injured thereby could not sue here. A remedy had been proposed, and the order was actually drawn up and approved, but was rescinded for reasons which his lordship would not go into; but, at the same time, he wished to say that the case which he had just decided was one of the injustices resulting from the rescission in question." We have, therefore, now judicial authority for the proposition that the present state of things is productive of injustice.

UPON THE chief subject of debate at the recent meeting of the Incorporated Law Society—viz., the question of county court fees—there was practically little difference of opinion. Everyone was agreed that they ought to be reduced, and it appears from the statement of the president that both the Lord Chancellor and the Lord Chief Justice agree with this view. But there is a lion in the path in the shape of the Treasury, who, to use the paraphrase of the Lord Chancellor's remarks given by the president, "required a good deal of handling before they gave up anything they had got." The remarkable incident of the debate was the notion expressed by the opener of the discussion, that his proposal that no fees should be charged in actions to recover sums not exceeding £2 was "very democratic"—that is, we presume, very much in favour of the democracy. It hardly needed Mr. HAYWARD'S experience and admirable exposition to convince the meeting that few greater misfortunes could happen to the working classes than the requirement of no fees in cases under £2. Innumerable summonses would be taken out without any justification; while at present the loss of the fee operates as a check upon this evil. Already the vast majority of plaints in county courts are for sums below £2; what they would be if the fee were abolished no one can tell. The matter of the reduction of fees was very properly referred to the County Courts Committee now sitting.

THE LETTER on the Land Transfer Bill which we published last week drew attention to a result of that measure which has not received sufficient consideration, and the letter we print this week develops this result in detail. Our correspondent points out that under the provisions of the Bill an unqualified agent will be able to attend with a purchaser at the Land Registry to instruct him to fill up the declaration of ownership necessary for first registration with a possessory title, or to fill it up himself, making no charge for so doing; and such unqualified agent will not be liable to any statutory penalty. He may also examine and pass the title prior to registration, either by himself or some competent clerk, and since no instrument has to be drafted or prepared, he will not be liable to any penalty. As the other requisites for possessory registration are usually prepared in the Registry, it will be seen that an unqualified agent, provided he charges only a general commission on the purchase-money, will be able to transact the whole business of registration with a possessory title. In like manner he will be able to transact the whole business of transfers or mortgages of registered land. He can search the register or procure an official search, and he can instruct the applicant to fill up the printed forms supplied by the Registry or can fill them up himself, provided he makes no specific charge for this work, contenting himself with a commission on the whole transaction. As regards ordinary cases of purchase or mortgage of land, therefore, the intervention of a solicitor will no longer be necessary; and, as our correspondent of last week remarked, we all know what sort of unqualified tout will infest the neighbourhood of the Land Registry and Auction Mart if this Bill should become law. It is desirable that Bills should bear titles indicating truly their general scope and effect; hence the present Bill should be entitled "A Bill to Encourage the Transaction of Legal Business by Unqualified Touts," and it should be provided that, as a short title, it may be cited as "The Touts' Encouragement Act, 18 ."

THE RESULT arrived at by STIRLING, J., in *Wilmer* v. *M'Namara & Co.* (reported elsewhere) follows naturally from the decisions of the Court of Appeal in *Lee* v. *Neuchatel Asphalte Co.* (37 W. R. 321, 41 Ch. D. 1) and *Verner* v. *General and Commercial Investment Trust* (1894, 2 Ch. 239). The defendant company was formed with a nominal capital of £120,000, divided into 12,000 shares of £10 each, 7,000 being preference shares. The 7,000 preference shares were issued and were paid for in cash. The vendor sold his business and business effects to the company for £54,000 in cash and for the 5,000 ordinary shares. The nominal value of the business was thus £104,000, and of the £70,000 subscribed £16,000 was left in the hands of the company for working capital. The preference shares carried a preferential cumulative dividend of eight per cent., the surplus profits going to the ordinary shares. In 1894 a valuation shewed that the capital value of the goodwill and effects of the business was only £76,250, but there was a surplus on the profit and loss account for the year's working of nearly £6,000. The preference shareholders wished to divide this in dividend; the ordinary shareholders contended that it ought to be applied to make up the loss of capital. It is now, however, quite clear that, when once the capital account has been properly separated from the profit and loss account, there is, in the absence of special provision, no obligation on the company to make up a loss on the capital account out of a surplus appearing on the profit and loss account, and it makes no difference that the assets of the company are of a wasting nature. The matter is, perhaps, most clearly put in the observation of LINDLEY, L.J., in *Verner* v. *General and Commercial Investment Trust*, that fixed capital may be sunk and lost, and yet the excess of current receipts over current payments may be divided. The application of the rule involves the distinction between fixed and circulating capital, and sometimes this may be a matter of difficulty. In the present case STIRLING, J., held, as might have been expected, that the loss was in respect of fixed capital, and the company were not bound to replace it before declaring a dividend.

THE RULE in *Talbot* v. *Shrewsbury* (2 Wh. & T. L. C. 378), that a legacy of a sum equal to or greater than the amount of a debt due from the testator to the legatee shall be taken as a satisfaction of the debt, has been frequently disapproved of, and the courts have laid hold of slight circumstances of difference between the legatee's benefit under the debt and under the legacy to shew that the testator could not have intended satisfaction. In the case of debts the leaning of equity is against satisfaction, whereas in the case of portions the leaning is the other way (*Thynne* v. *Earl of Glengall*, 2 H. L. C., p. 153). One circumstance which has been referred to for this purpose is the difference in the time of payment of the debt and the legacy, and even a slight difference is sufficient. "The point of time," said Lord HARDWICKE, C., in *Clark* v. *Sewell* (3 Atk. 96), "it is said, is so trifling, it being only a month, that no regard should be paid to it; but though a small one, yet it is a circumstance that the plaintiff has a right to lay hold on to take this out of the cases that have been deemed a satisfaction." So in *Haynes* v. *Mico* (1 Bro. C. C. 129), where there was a bond to pay £300 within one month after the death of the obligor, and the obligor bequeathed £500 to the obligee payable within six months after his decease, Lord THURLOW, C., held that the difference in the time of payment prevented the legacy from being treated as a satisfaction of the debt. In these cases the testator himself specified the time when the legacy was to be payable, but it appears from the decision of STIRLING, J., in *Re Horlock* (43 W. R. 410) that this is not necessary, and that the same result may follow from the rule that legacies are not payable until a year after the testator's death. In that case a testator covenanted that his executors would pay a sum of £300 to the covenantee within three months after his death. By his will he bequeathed to the covenantee a legacy of £400. STIRLING, J., held that as the

debt was payable three months, and the legacy not till a year after the testator's death, there was no satisfaction. If this decision is correct, it is difficult to see how the doctrine of satisfaction can ever apply, and the result is apparently not reconcilable with *Re Fletcher* (36 W. R. 841, 38 Ch. D. 373). There NORTH, J., held that a legacy of £625 would have satisfied a debt of the same amount had the debt not been paid in the lifetime of the testator, and therefore, since that event had happened, the legacy was not payable at all. He did not notice the circumstance that the debt would have been payable on the death and the legacy not for twelve months. Possibly STIRLING, J., has discovered what so many judges have desired, a means of overruling *Talbot* v. *Shrewsbury* altogether.

A SOMEWHAT remarkable discussion arose on the hearing, before a divisional court of the Queen's Bench Division, of an application on behalf of the respondent in the case of *Selfe* (*Respondent*) v. *Hove Commissioners* (*Appellants*) (*ante*, p. 265, 43 W. R. 300), which was heard so long ago as the 25th of January, for leave to appeal from that decision. The case, it will be remembered, raised the question whether a single "drain" or "sewer" connecting two private houses at Hove, belonging to different owners, with the public sewer, was a "drain" or "sewer" within the meaning of the Public Health Act, 1875, and their lordships decided that it was a "drain," but that as the Hove Corporation had adopted Part III. of the Public Health Act Amendment Act, 1890, they could compel the occupier to keep the drain in repair. The respondent relied on the case of *Travis* v. *Uttley* (42 W. R. 461; 1894, 1 Q. B. 233), which was decided by their lordships in December, 1893. In that case the court held that a similar drain passing through private ground, but receiving the drainage of three adjoining houses belonging to the same owner, was a "sewer" within the meaning of section 4 of the Public Health Act, 1875, and vested, therefore, in the local authority, who were liable to maintain it. During the argument in *Selfe* v. *Hove Commissioners*, counsel, as *amici curiæ*, stated in reply, to a question by Mr. Justice WRIGHT, that the Corporation of Halifax, in whose district the premises referred to in *Travis* v. *Uttley* were situated, had not at that time adopted Part III. of the Public Health Act, 1890, and therefore section 19 of that Act (which falls within Part III.) in no way affected the question. And Mr. Justice WILLS, in giving judgment said: "I regret that in the report of the case of *Travis* v. *Uttley* the fact that in the borough of Halifax the Public Health Act of 1890 had not been adopted is not clearly stated, because it is a most important element in the facts. I was puzzled, when section 19 was first read to us, to think how *Travis* v. *Uttley* could mean what it did. Fortunately the learned counsel on both sides who argued that case are in court to-day, and have given us a most satisfactory assurance that what I have stated was the fact; otherwise we should have lost the keynote to that report in this very important matter. For this reason it seems to me that the real liability to repair the drain was upon the occupier." Counsel for the applicant in the recent case said that, since his lordship had given that judgment, he had been authoritatively informed that, as a matter of fact, the Corporation of Halifax had adopted at that time Part III. of the Act. Mr. Justice WILLS said that they had been erroneously told that Part III. of the Act had not been adopted at Halifax, and on that ground, amongst others, they had decided that the two cases were to be distinguished. There were, however, other equally good reasons why the decision in *Travis* v. *Uttley* was not applicable to the case of *Selfe* v. *Hove Commissioners*, and they saw no reason for altering the decision they had come to, or granting leave to appeal after the period for doing so had expired. In the report of *Selfe* v. *Hove Commissioners*, which would appear in the May number of the *Law Reports*, there would be a note appended which would remove, he hoped, the embroglio he desired to clear up. The note appears at p. 688 of the May number, and states that section 19 of the Public Health Act, 1890, did not apply to the facts in *Travis* v *Uttley*, for in that case the houses under which the drains ran belonged to one person and not to different owners.

THE INGENIOUS attempt in *Morgan* v. *Jackson* (reported elsewhere) to make the Ground Game Act, 1880, the means of avoiding payment of rent by a tenant of sporting rights has failed in the Divisional Court (DAY and WRIGHT, JJ.), although it succeeded in the county court. Under section 1 of the Act every occupier of land has, as incident to and inseparable from his occupation of the land, the right to kill and take groond game concurrently with any other person having the same right, but the persons by whom the occupier's right may be exercised are strictly defined, and it is not a right which he can lease to anyone he chooses. If, however, the occupier has, independently of the Act, a right to kill game, he can ordinarily transfer this right to another, though in such a case section 2 enacts that he shall still retain the right to kill ground game declared by section 1. Then section 3 provides that "every agreement, condition, or arrangement which purports to divest or alienate the right of the occupier as declared, given, and reserved to him by this Act . . . shall be void." In *Morgan* v. *Jackson* the plaintiff was yearly tenant of a farm, having the right of shooting over it independently of the Act. In 1889 he agreed to let to the defendant "the sole right of killing all winged game, hares, and rabbits" on the farm at a specified rent. The defendant exercised the right for some years and paid part of the rent, but after notice had been given to terminate the letting he refused to pay the rent, and set up as a defence that the agreement was void by reason of the Act. Having regard to the use of the words "sole right" in the agreement, and to the general language of section 3, it is not, perhaps, surprising that the county court judge decided in favour of the defence. The agreement gave the sole right of killing ground game to the defendant, and since the right declared by the Act could not in strictness co-exist with the sole right in another, it was not unreasonable to treat the agreement as one which divested or alienated the right of the occupier under the Act. The Divisional Court have got over the difficulty by holding that section 3 applies only as between landlord and tenant, and this construction sufficiently carries out the policy of the Act. It saves as against the landlord the right of the tenant under the Act, and does not interfere with the tenant as regards any right he may have outside the Act.

THERE IS a remarkable conjunction which must have been observed by persons who peruse the advertisement sheet of their *Times* with proper attention. For a long time past the "puff" of the Land Registry, advising purchasers and mortgagees to consult the "index map" kept at the Land Registry (fee not stated), has appeared on the same days as, and either immediately before or immediately after, an advertisement addressed to "Persons in Spiritual Difficulties," and advising them to consult "helpful friends" at an address specified. We have long been in search of a key to this enigma. Why should the Land Registry warning as to "land reputed to be unregistered" always, or nearly always, appear with a prefixed or appended notice to persons in spiritual difficulties? The mystery grows deeper when we find the latter notice stating that "certainly there will not be any attempt to obtain money," such statement being quite out of harmony with the procedure of the Land Registry as to the fees required to be paid. We can hardly believe that the officials of the Land Registry can desire that the difference between the two advertising institutions should be so pointedly brought out. Can it be that the authors of the advertisement addressed to persons in spiritual difficulties are of opinion that persons having dealings with the Land Registry will be in such a state of temporal anguish as to incline them more readily to spiritual consolation, and therefore stipulate that their advertisement shall always appear in immediate conjunction with that of the Land Registry?

IS THERE such a thing, asks a correspondent, as a Science of Law Reporting? I may admit at once that it cannot be found in Fleet-street, but many a reader wandering through the trackless waste of a modern report of a case must have wondered whether his way might not have been made smoother by a little more science on the part

of the reporter. There are some men who invariably turn to their favourite "unauthorized" reports to find out what a case is about, and what it really decided. And what hours are spent on the bench in finding out the same thing! In America law reporting has, at least in theory, already become a science, and one that the Harvard law students are expected to know something about. In fact, it is of sufficient importance to form the subject of a text-book by one of the law professors. Its title is "The Study of Cases. A Course of Instruction in Reading and Stating Reported Cases, Composing Headnotes and Briefs, Criticizing and Comparing Authorities, and Compiling Digests," and it has reached a second edition. Could not the Council of Law Reporting present each of their reporters with a copy? They would save the cost over and over again in their paper bill, and would earn the unanimous thanks of the profession in addition.

It is provided by rule 11 of the Rules under the Remuneration Order that in case of sales under the Lands Clauses Consolidation Acts, or any other private or public Act under which the vendor's charges are paid by the purchaser, the scale prescribed in Schedule I., Part I., shall not apply. In *Re Stewart* (37 W. R. 484) it was decided by Kay, J., that this provision is applicable only to the vendor's costs, not to those of the purchaser, but he also used language which intimated that the provision applies only in the case of compulsory sales. The latter part of rule 11 seems, he said, to be limited designedly, and with reason, to the vendor's costs in case of a sale under *compulsory powers*. In the case of *Re Burdekin & Co.*, however, which we report elsewhere, the Court of Appeal have rejected this restriction, and have held that the provision in rule 11 applies also to the case of sales by agreement where the purchasers acquire the land under any of the Acts referred to in the rule, although the incidence of the costs is determined by the agreement for purchase.

IMPLIED COVENANTS BY A LESSOR.

The phrase "implied covenant" is used in two different meanings. No particular form of words is necessary to create a covenant; if on the construction of the whole deed it appears that a party intended to bind himself, it is sufficient, and he is said to have entered into an "implied" covenant. On the other hand, the phrase is sometimes used in the sense of a "covenant in law." A covenant of the latter nature arises where words are used which, in their primary operation, create an estate, and to which the law gives some secondary operation, as a covenant for title or quiet enjoyment: see Elph. N. & C. Interp., pp. 409, 422. The distinction between implied covenants of the two classes appears to be that where the covenant is of the first class, that is, where it is an implied covenant strictly so called, it arises by the act of the parties, and it must be construed according to the language they have used. In other words, it only differs from an express covenant in that the intentions of the parties as to the covenant are not expressed in a distinct clause of the deed, but are left to be gathered from the whole deed. Where, however, the implied covenant is of the second class, that is, where it is strictly speaking a covenant in law, a man may have bound himself without having known that he was binding himself. As the law is not unreasonable, a covenant in law is never extended so as to make a man covenant to do that which he cannot do (*Bragg* v. *Wiseman*, Brownl. 22).

The received doctrine as to the covenants on the part of a lessor implied in a lease is stated in one of the modern text-books in the words following: "In the absence of any express covenant, the word 'demise,' 'let,' or any similar word which actually creates a term, implies two covenants by the lessor: *first*, that the lessor has power to grant the term, and *second*, for quiet enjoyment by the lessee during the term. Both these covenants are unqualified—*i.e.*, they extend to the acts of the whole world. The first is broken if the lessee has not power to grant the term which he professes to grant; the second is only for quiet enjoyment during the term which is actually created, not during the term which the lease purports to grant."

In the recent case of *Baynes* v. *Lloyd* (*ante*, p. 415) Lord Russell, C.J., held that the latter branch of the rule was correct; that the mere act of letting imports a covenant for quiet enjoyment where the lease is under seal, and a contract for quiet enjoyment where the lease is not under seal; and that in either case the obligation under the covenant ceases with the lessor's interest. His lordship was, however, of opinion that while the word "demise" imports a covenant for title, no other word will do so. That part of the decision in *Baynes* v. *Lloyd* which relates to the implication of a covenant or agreement for quiet enjoyment is clearly in accordance with the authorities (*Williams* v. *Burrell*, 1 C. B., at p. 430, *per* Tindal, C.J.; *Burnett* v. *Lynch*, 5 B. & C. 609, *per* Littledale, J.; *Hart* v. *Windsor*, 12 M. & W., at p. 85, *per* Parke, B.; *Hall* v. *City of London Brewery*, 2 B. & S. 737). But the statement that "demise" imports a covenant for title, and that other words do not, requires some consideration. There are two questions—*first*, what is meant when we say that "demise" imports a covenant for title, and, *second*, do any other words import the same covenant?

It is clear that when we say that "demise" implies a covenant for title, we are not using the words "covenant for title" in their common, ordinary meaning—namely, that "I can grant the term which I have purported to grant." For in some of the reported cases the question turned on the rights of the lessee against the executors of the lessor, where the lessor, being only a tenant for life, granted a term which lasted longer than his own life, and the lessee was evicted by the remainderman; in other words, the arguments were directed to the question of quiet enjoyment, not of title; and it was held that the lessee took nothing by his action for the disturbance (see, for example, *Style* v. *Herring*, Cro. Jac. 73; *Bedford* v. *Hall*, Ow. 104; *Adams* v. *Gibney*, 6 Bing. 656), on the ground that the implied covenant for quiet enjoyment must be restricted to quiet enjoyment during the term that the lessor could properly grant. It is clear that if the implied covenant for title was in the form mentioned above the lessee must have succeeded in his action. It is obvious, therefore, that the phrase "covenant for title" must be used in some secondary meaning. It may be argued that as it is a covenant in law it ought to be restricted so as to be only a covenant for title to the term that the lessor can lawfully grant, but this would be nugatory. We must consider, therefore, whether there is any other form of covenant which may be applied by the word "demise," and which may, though somewhat improperly, be called a covenant for title.

Probably the solution of the enigma is given in *Holder* v. *Taylor* (Hob. 12), where the lessor was at the time of the lease a stranger to the land, and the lessee never entered, and so there was no expulsion, and on his bringing his action of covenant against the lessor, it was held that the action did lie, for the breach of covenant was "that the lessor had taken upon himself to demise that which he could not, for the word 'demise' imports a power of letting." In other words, the so-called covenant for title is not that "I can grant the lease which I did grant," but that "I can grant some lease under which you, the lessee, can enter." And the joint effects of the two covenants implied by the word "demise" amount to this: a covenant by the lessor that the lessee may enter, and that he shall enjoy the land during such part of the term expressed to be granted as the lessor can lawfully grant.

It will be found that this interpretation of the implied covenant for title is not inconsistent with any of the cases. *Dicta* of judges will no doubt appear to the effect that "demise" imports a covenant in law on the part of the lessor that he has a good title (see *Burnett* v. *Lynch*, 5 B. & C., at p. 609), but no explanation of what is meant by the covenant for title will be found except in *Holden* v. *Taylor*, and except that in *Hart* v. *Windsor* (12 M. & W., at p. 85) Parke, B., explains that the word "demise" "implies a covenant for title to the estate only—that is, for quiet enjoyment against the lessor and all that come in under him by title, and against others claiming by title paramount during the term"—an explanation which appears itself to require explanation.

Lastly, whatever may be the two covenants implied by the word "demise," Brett, Archibald, and Lindley, JJ., considered that the word "let" implies the same covenants (*Mostyn*

v. *West Mostyn Coal Co.*, 1 C. P. D., at p. 152, et seq.), while PARKE, B., considered that "let" implies the same covenant that he considered was implied by "demise" (*Hart* v. *Windsor*, *ubi suprâ*). Lord RUSSELL, C.J., appears to be alone in considering that the word "demise" is necessary to give rise to the implication of the covenant for title. We venture to submit that there is no magic in words, and that the mere act of letting creates an agreement or covenant, as the case may be, that the lessee may enter and that he shall enjoy the land during the term that the lessor can lawfully grant.

AUDITORS AND THE COMPANIES ACTS.

IN the case of the *London and General Bank (Limited)* the Court of Appeal (LINDLEY, LOPES, and KAY, L.JJ.) have held that an auditor of a bank registered under the Companies Acts as a limited company is an officer of the company within the meaning of section 10 of the Companies (Winding-up) Act, 1890, and, consequently, subject to the jurisdiction of the court upon a summons taken out under that section. By the section it is provided that where, in the course of the winding up of a company, it appears that any promoter, "or any past or present director, manager, liquidator, or other officer of the company, has misapplied or retained or become liable or accountable for any moneys or property of the company, or been guilty of any misfeasance or breach of trust in relation to the company," the court may, on the application of the official receiver or of the liquidator of the company, or of any creditor or contributory, compel repayment or restoration of money or property, or the contribution of money to the assets of the company by way of compensation. Against the inclusion of auditors it was urged that the section only applies to officers of the company who have had the assets of the company under their control, but, as LINDLEY, L.J., pointed out, the earlier part of the section deals specially with the case of misapplying or retaining assets; when the section goes on to speak of misfeasance or breach of trust in relation to the company, no such restriction is contemplated. Without reference to the facts of the particular case, which have not yet been inquired into on the appeal, it was said that an auditor would clearly be guilty of misfeasance if, knowing perfectly well that a balance-sheet would be acted upon, he prepared such sheet so as to shew a profit when there was no profit. And generally it would seem that any breach of duty by an officer of the company resulting in loss to the company may be a misfeasance for which he is liable under the section.

In the case in question the company was a bank, and the task of determining whether the auditors were "officers" of the company was facilitated by reference to section 7 of the Companies Act, 1879. That section requires that once at least in every year the accounts of every banking company registered after the passing of the Act as a limited company shall be examined by an auditor or auditors, who are to be elected annually by the company in general meeting. This is the 1st sub-section. The 3rd and 4th sub-sections shew the *status* of the auditor. The 3rd enacts that "an auditor on quitting office shall be re-eligible," and the 4th provides for the filling up of any casual vacancy in the "office" of auditor. Thus the Legislature treated the post of auditor as an office in the company, and it is an easy deduction that the auditors are officers of the company. The Court of Appeal accordingly affirmed, on this point, the decision of VAUGHAN WILLIAMS, J., and held that the auditors of the London and General Bank were rightly proceeded against under section 10 of the Act of 1890.

With respect to companies generally, it must be a question of fact in each particular case whether the auditors can be properly ranked as officers of the company. In answering it, assistance may be obtained from the articles of association, and the manner in which the auditors are appointed and the terms of their employment may be material. An auditor, if he is to be treated as an officer, must have a definite *status* in respect to the company, and must not be called in casually to make up the annual balance-sheet. In *Re The Liberator Building Society* (10 T. L. R. 537) it was held by a divisional court (CAVE and COLLINS, JJ.) that a solicitor as such was not an officer of the society; he was not an officer, that is, so long as he remained independent of the society and charged for his services in the usual way. But if he accepted a fixed salary, foregoing fees and other charges, and undertaking to do all the solicitor's business, then he would become an officer of the society. It is, perhaps, not easy to apply a similar test to the case of an auditor, and stress may instead be laid upon the mode of his appointment. If in the ordinary way he is appointed by the company in general meeting, he is really appointed as a check upon the directors, and the special trust reposed in him by the shareholders, and the fact that the appointment holds good for a year, seem to confer on him the rank of an officer of the company, although his duties may be compressed into a short space of time at one particular part of the year. It seems, at least, to be very probable that in the majority of cases auditors will be found to fall within section 10.

LEGISLATION IN PROGRESS.

DISTRESS.—In Committee on the Distress Bill in the House of Commons new clauses were added dealing with unlawful distress, and allowing a prisoner charged under the Act to give evidence on his own behalf. The Bill was reported, as amended, to the House.

LAW OF LARCENY.—The Larceny Act Amendment Bill has been read a second time in the House of Commons.

DOCUMENTARY EVIDENCE.—The Documentary Evidence Bill has been read a third time in the House of Commons.

REVIEWS.

BOOKS RECEIVED.

A Digest of the Law of Partnership. Incorporating the Partnership Act, 1890. By Sir F. POLLOCK, Bart., M.A., LL.D., Barrister-at-Law. Sixth Edition. Stevens & Sons (Limited).

The Taking of Evidence on Commission. Including therein Special Examinations, Letters of Request, *Mandamus*, and Examinations before an Examiner of the Court. By W. E. HUME-WILLIAMS, B.A., LL.B., and A. ROMER MACKLIN, B.A., LL.B., Barristers-at-Law. Stevens & Sons (Limited).

A Handbook of Practical Forms. Containing a Variety of Useful and Select Precedents required in Solicitors' Offices relating to Conveyancing and General Matters, with numerous Variations and Suggestions. By H. MOORE, Esq. Third Edition. Revised and Edited by HERBERT PERCIVAL, LL.B. (Cantab), Barrister-at-Law. William Clowes & Sons (Limited).

The Silver Question. Injury to British Trade and Manufactures. The Paper by GEORGE JAMIESON, Esq. (H.B.M.'s Consul-General at Shanghai, China). Together with two other Papers on the same Subject by THOMAS HOLYOAKE BOX (Yokohama) and DAVID OCTAVIUS CROAL (London). Also a Preface and Sequel by Sir HENRY M. MEYSEY-THOMSON, Bart., M.P. Effingham Wilson.

Divorce and Separation. Information and Suggestions in Simple Form for the General Public. By SIDNEY ST. J. STEADMAN, Solicitor. Alexander & Shepheard.

Kime's International Law Directory. Containing an Adequate Representation of selected Leading Practitioners in most of the Principal Towns throughout the Civilized World. With Telegraphic Code and Short Appendix. Edited and compiled by PHILIP GRABURN KIME. Bowden, Hudson, & Co.

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondent, "A Solicitor," is perfectly right in his view so far as conveyancing is concerned. The special privileges of solicitors as officers of the Supreme Court will of course remain unaffected by the land transfer measure.

The statutory privilege of solicitors in conveyancing matters is of very old date, and rests now upon section 44 of the Stamp Act, 1891. That section prohibits any person, not duly qualified and not being a public officer drawing or preparing instruments in the course of his duty, from drawing or preparing for fee, gain, or reward "any instrument relating to real or personal estate," other than "agree-

ments under hand only" (the other exceptions are not relevant to my present purpose).

First registration of title under the Act of 1875 may, with the vendor's consent, be obtained by any person who has contracted to purchase land for his own benefit. If registration is to be with a possessory title, the application is made by leaving in the Land Registry:—

(1) A declaration of ownership, according to a printed form which the applicant can fill up, sign, and make in the registry.

(2) A map of the land, which can be, and usually is, prepared in the registry.

(3) A double folio, which is, in fact, the registered entry, and is usually prepared in the registry.

Any unqualified agent would be able to attend with the purchaser, and would instruct him to fill up No. 1, or even fill it up himself, making no charge for so doing. He would not thereby be within the section and liable to a penalty.

Nor would he be liable to any penalty for examining and passing the title prior to registration, either himself or by some competent clerk; for no instrument has to be drawn or prepared for this purpose.

Transfers or mortgages of registered land will not present much more difficulty. The register can be searched by anyone on producing a written authority from the registered proprietor, or an official search will, on like authority, be made by an official of the registry. The transfer or mortgage could not be prepared for fee or reward by an unqualified agent, but as these are but printed forms supplied in the registry, the agent can easily instruct the applicant how to fill them up, or can fill them up himself without charge, accepting as remuneration a commission on the loan.

The protection to solicitors has hitherto lain in the fact that a deed of conveyance or of mortgage, involving skilled preparation, has been necessary, but this will, under a system of dealings by printed forms supplied by an official, be no longer required.

In ordinary cases of purchase or mortgage the intervention of a solicitor will no longer be necessary, though in all other dealings with land it will no doubt be impossible to dispense with his services.

Solicitors may validly object to the proposed measure for making registration of title compulsory on the ground that without any compensation it will interfere with, if not destroy, the privileges with which Parliament has entrusted them, and for which they have paid. But the public objections to the measure are so numerous and grave that there is no reason for insisting on merely professional grounds, which would certainly not find favour with the House of Commons. Personally, therefore, I think that the course taken by the Council of the Incorporated Law Society is wise, and ought to be strongly supported.

ANOTHER SOLICITOR.

The following letter has been addressed by Mr. W. J. Fraser, solicitor, of 2, Soho-square, London, to several members of Parliament:—

LAND TRANSFER BILL.

Once again I have to call your attention, as one of your constituents and supporters, to this Bill in the House of Commons from the House of Lords.

I beg earnestly to desire that you will offer it every opposition in your power, directed, of course, with reasonable prudence.

If the scheme of the Bill is a really righteous and proper scheme, it needs no compulsion to induce the public to give it a fair trial. I should not object to the measure if I were satisfied that it would meet the public needs and remedy any existing grievances.

It will most seriously interfere with and prejudice that reasonable power, which owners of freehold and leasehold property at present enjoy, of making their own arrangements with regard to their property, without the annoyance, delay, and publicity arising from having such proceedings conducted through a public department.

I have had experience of the existing Land Registry, and I am able to say as the result that it is productive of considerable delay, annoyance, and vexation.

The only result of the Bill, if passed, will be to create a large public department for the management of business, which can be much more successfully and advantageously managed under the existing system, than in the manner proposed.

Both the present Lord Chancellor and his predecessor are common law lawyers, without the slightest experience with regard to conveyancing matters in their practical working.

The officials of the Land Registry Department are naturally annoyed that their office does not attract more custom, but the reason is that it does not meet the public want, and it will be a monstrous shame and injustice to make the system in any sense compulsory.

I earnestly trust that you, in conjunction with other members of Parliament, will not fail to serve public interests by strenuously and judiciously opposing the Bill in question.

Regretting very much the necessity of having to trouble you, and I would not do so except from a high sense of duty,

I remain,

Yours most faithfully,

W. J. FRASER.

NEW ORDERS, &c.

ORDERS OF TRANSFER.

ORDER OF COURT.

Tuesday, the 30th day of April, 1895.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should, for the purpose only of hearing or of trial, be transferred to Mr. Justice Romer; now I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Romer for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY.

1894.

In re Dege's Patent, dated Jan. 17, 1894, No. 1,051, and Patents, Designs, &c, Act, 1883 Petition of Hammond & Co, ld Dec 4

1895.

Henderson v Montague Norton v Montague 1894 H 1,989 Feb 11
West v Neesham 1894 W 3,969 Feb 12
In re Pearson Pearson v Brook 1894 P 602 Feb 19
Lilley v Buckle 1894 L 2,714 Feb 19
Snuggs v Seyd & Kelly's Credit Index Co, ld 1894 S 1,785 Feb 20
Assets Realization Co, ld v Trustees, Executors, and Securities Insurance Corpn, ld 1894 A 1,163 Feb 20
The Patent Stopper Box and Stamp Co ld v The Mint, Birmingham ld 1894 P 2,131 Feb 22
President, &c, of Middlesex Hospital v Gole 1894 M 3,217 March 1
Gould v Coaks 1894 G 408 March 1
Birch v Tipton Moat Colliery Co, ld 1894 B 3,368 March 4
Page v Grierson 1894 P 2,599 March 4
In re Vickers, Phenna v Strange 1894 V 824 March 7
Kearton v The Swaledale and Wensleydale Banking Co 1894 K 695 March 7
Wilson v Read 1894 W 3,695 March 11
In re Shaw Garnett v Tennant 1894 S 4,526 March 12
Marquis of Anglesey v Cope 1894 A 1,510 March 12
Macdonald v Hooley 1894 M 1,930 March 14
Rooke v Dawson 1894 R 2,260 March 15
St George's Engineering Co, ld v Kent 1894 S 1,201 March 15
Culverhouse v Hampstead Vestry 1893 C 4,499 March 15
Powell v Wedderburn 1894 P 3,174 March 16
Master and Fellows of Gonville and Caius College, Cambridge v Bolton 1895 G 2 March 16
Thomas v Thomas (Cardiff D R) 1894 T 1,170 March 19
Cresswell v Brighton & Hove Co-operative Supply Association, ld 1894 C 3,950 March 21
Gratrex-Davies v Davies 1894 G 2,058 March 22
Barrow v Glyn Mills, Currie & Co 1894 B 4,527 March 23
Fearnley v Curry 1895 F 6 March 23
Wordsworth v Lacey 1894 W 1,977 March 26
Sedger v Lowenfeld 1895 S 169 March 28
In re J Noble, dec Smith v Garstang (claim of Miss Gates) April 2
Hendon Union Rural Sanitary Authority v British Land Co (Adjourned Summons) April 3
Ollis v Besch 1894 O 1,179 April 4
Singer Manufacturing Co v King's Universal Supply, ld 1894 S 3,758 April 9
Herriman v List 1894 H 4,042 April 9
Wanklyn v Kerosene Co, ld 1894 W 3,456 April 10
Whieldon v Cathcart 1894 W 2,311 April 11
Roberts v Roberts 1895 R 113 April 25

SECOND SCHEDULE.

From Mr. Justice NORTH.

1894.

Hesketh v Stratford-on-Avon, Towcester, & Midland Junction Ry Co 1893 S 3,333 July 18
Shrewsbury & Talbot S T Cab, &c., Co v Sterckx 1894 S 1,058 October 31
Somes (trading, &c) v Scott Bros 1894 S 237 Nov 2
Homes v Williams 1894 H 1,890 Nov 2
White v. Hilton 1894 W 1,771 Nov 6
Bailey v Lund 1894 B 2,795 Nov 13
Harding v Corporation of Exeter 1894 H 1,796 Nov 16
Paterson v Anglo-Italian Hemp Spinning Co ld 1894 P 263 Nov 16
Aynsley v Johnson 1894 A 183 Nov 20
Springett v Brown 1894 S 2,596 Nov 21

1895.

Smith v Bradley 1893 S 147 Jan 8
Millington v Millington 1894 M 3,255 Feb 5
James v Sinclair 1894 J 1,280 Feb 6
Earl of Shrewsbury v Wirrall Railways Committee 1895 S 17 Feb 7
The S S White Dental Manufacturing Co v Ash & Sons ld 1894 S 1,644 Feb 8
Webber v Miles 1894 W 2,415 Feb 11
The Mayor, &c, of Southend, Essex v Ramuz 1894 S 2,954 Feb 11
Hayes v The Puncture Proof Pneumatic Tyre Co, ld 1894 H 2,623 Feb 13
Lewis v Thompson 1894 L 299 Feb 14
Rogers v Taylor 1894 R 1,078 Feb 19
Lacey v Sinclair 1894 L 2,871 Feb 19
Smith v Allen 1894 S 4,187 Feb 20
Birkin & Co v Pratt, Hurst & Co, ld 1894 B 2,999 Feb 21
Foster v Thomas 1894 F 1,646 Feb 22
Lands Allotment Co, ld (in liquidation) v Broad 1894 L 1,511 Feb 28
Ind, Coope & Co, ld v Mee 1894 I 1,900 March 2
Raithby, Lawrence & Co, ld v Hilton 1894 R 2,199 March 2
Ogilvie v Littleboy 1894 O 981 March 5
Beldam v Beldam 1894 B 3,324 March 8
In re Burton Burton v Burton 1894 B 5,439 March 7

THIRD SCHEDULE.

From Mr. Justice STIRLING.

1895.

Pink v Crescens, Robinson, & Co, ld 1894 P 1,708 Jan 29
Midland Ry Co v Tugby 1895 M 185 Feb 8
Jenkins v Jacobs 1894 J 1,271 Feb 16
In re Walsh Fairburn v Walsh 1894 W 3,880 Feb 20
Hockey v Seyd & Kelly's Credit, &c, Co 1894 H 1,562 Feb 20
Thatcher v Bell 1894 T 2,000 Feb 23
Pippet v Thomson 1894 P 2,514 Feb 23
Cox v King 1894 C 4,360 March 2
Whiting & Sons, ld v Phillipe & Son, ld 1894 T 1,488 March 8
Mason v Mawson 1894 M 3,601 March 8
Broderik v Lodge 1894 B 4,366 March 9
Johnstone v Pope 1894 J 1,921 March 9
Aillud v Beacon 1894 A 1,572 March 12
In re Gale Gale v Oldershaw 1894 G 1,131 March 22
Hindson v Ashby 1894 H 3,703 March 30
Clarke v Hargrove 1893 C 1,899 March 30
Wenkheim v Yung 1895 W 728 April 1
Benshimol v Marcus 1894 B 5,701 April 3
Last v Last 1894 L 2,625 April 4
Bocquet v Bocquet 1894 B 4,851 April 5

HERSCHELL, C.

List of the actions transferred on the 30th of April, 1895, to Mr. Justice Romer, placed as they appear in the cause book:—

Hesketh v Stratford-upon-Avon, Towcester, and Midland Junction Railway Co
Shrewsbury and Talbot S. T. Cab, &c, Co v Sterckx
Somes (trading, &c) v Scott Bros
Holmes v Williams
White v Hilton
Bailey v Lund
Harding v Corporation of Exeter
Paterson v Anglo-Italian Hemp Spinning Co, ld
Aynsley v Johnson
Springett v Brown
Re Dege's Patent, dated 17th Jan., 1894 No. 1,051, and Patents, Designs, &c, Act Petition of Hammond & Co, ld
Smith v Bradley
Pink v Crescens, Robinson & Co, ld
Millington v Millington
James v Sinclair
Earl of Shrewsbury v Wirrall Railways Committee
S. S. White Dental Manufacturing Co v Ash & Sons, ld
Midland Railway Co v Tugby
Henderson v Montague, Norton v Montague
Webber v Miles
Mayor of Southend, Essex v Ramuz
West v Neesham
Hayes v Puncture Proof Pneumatic Tyre Co, ld
Lewis v Thompson
Jenkins v Jacobs
Re Pearson, Pearson v Brook
Lilley v Buckle
Rogers v Taylor
Lacey v Sinclair
Snuggs v Seyd & Kelly's Credit Index Corporation, ld
Smith v Allen
Assets Realization Co, ld v Trustees, Executors, and Securities Insurance Corporation, ld
Re Walsh, Fairburn v Walsh
Hockey v Seyd & Kelly's Credit Index Corporation, ld
Birkin & Co v Pratt, Hirst, & Co, ld
Patent Stopper Box and Stamp Co, ld v Mint, Birmingham, ld
Foster v Thomas
Thatcher v Bell
Pippett v Thomson
Lands Allotment Co, ld (in liquidation) v Broad
President, &c, of Middlesex Hospital v Gole
Gould v Coaks
Ind, Coope, & Co, ld v Mee
Raithby, Lawrence, & Co, ld v Hilton
Cox v King
Birch v Tipton Moat Colliery Co, ld
Page v Grierson
Ogilvie v Littleboy
Re Vickers, Phenna v Strange
Kearton v Swaledale and Wensleydale Banking Co
Re Burton, Burton v Burton
Beldam v Beldam
Whiting & Sons, ld v Philippe & Son, ld
Mason v Mawson
Broderick v Lodge
Johnstone v Pope
Wilson v Read
Re Shaw, Garnett v Tennant
Marquis of Anglesey v Cope
Aillud v Beacon
Macdonald v Hooley
Rooke v Dawson
St. George's Engineering Co, ld v Kent
Culverhouse v Hampstead Vestry
Powell v Wedderburn
Master, &c, of Caius College, Cambridge, v Bolton
Thomas v Thomas
Cresswell v Brighton and Hove Co-operative Supply Association, ld
Gratrex-Davies v Davies
Re Gale, Gale v Oldershaw
Barrow v Glyn, Mills, Currie, & Co
Fearnley v Curry
Wordsworth v Lacey
Sedger v Lowenfeld
Hindson v Ashby
Clarke v Hargrove
Wenkheim v Yung
Re Noble, Smith v Garstang (claim of Miss Gates)
Hendon Union Rural Sanitary Authority v British Land Co, ld
Benshimol v Marcus
Ollis v Beach
Last v Last
Bocquet v Bocquet
Singer Manufacturing Co v King's Universal Supply, ld
Herriman v List
Wankiyn v Kerosene Co, ld
Whieldon v Cathcart
Roberts v Roberts

ORDER OF COURT.

Saturday, the 27th day of April, 1895.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice NORTH (1894—H—No. 2,386).

Between William Tinker Hick (plaintiff) and the Eastern Empire Music Hall Limited (defendant). HERSCHELL, C.

CASES OF THE WEEK.

Court of Appeal.

KELLY *v.* METROPOLITAN RAILWAY CO.—No. 1, 24th April.

PRACTICE—COSTS—ACTION FOUNDED ON TORT—PERSONAL INJURY TO PASSENGER ON RAILWAY—NEGLIGENCE OF RAILWAY COMPANY—LESS THAN £50 RECOVERED—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 116.

Appeal from chambers. The action was brought in the High Court to recover damages for personal injuries. The statement of claim alleged that the plaintiff was a passenger upon the defendants' railway for reward, and the defendants agreed to safely carry him from Northwood Station to Baker-street Station; yet the defendants, in breach of their duty and agreement, so negligently managed the train that it came into collision with the dead end of Baker-street Station, whereby the plaintiff was injured. The negligence—namely, the omission of the driver to apply the brake or to shut off steam soon enough—was admitted, the only question being the amount of the damages. The jury assessed the damages at £25. Upon the taxation of the costs, the master was of opinion that the action was founded on contract, and that the plaintiff, having recovered less than £50, was only entitled to costs upon the county court scale under section 116 of the County Courts Act, 1888. Day, J., affirmed the decision of the master. The plaintiff appealed, and *Taylor* v. *Manchester, Sheffield, and Lincolnshire Railway Co.* (42 W. R. 120; 1895, 1 Q. B. 134) was referred to.

THE COURT (Lord ESHER, M.R., and A. L. SMITH and RIGBY, L.JJ) allowed the appeal.

Lord ESHER, M.R., said that the plaintiff in such a case as this, whether he framed his action in contract or in tort, must prove negligence, and, that being so, the action was founded on tort. The plaintiff here, having recovered £25, was entitled to High Court costs.

A. L. SMITH, L.J., read the following judgment:—There appears to

have been some misapprehension as to what was decided in the case of *Taylor* v. *Manchester, Sheffield, and Lincolnshire Railway Co.*, to which I was a party. The plaintiff in the present case was a passenger on the defendants' railway, and whilst lawfully riding in one of their carriages, was injured by its being negligently run into a dead end by the defendants' driver. It has been thought by the master and Day, J., that, because the negligence consisted in the omission of the driver to turn off steam, this constituted a misfeasance or omission within what was said in the above-mentioned case, and as the plaintiff had recovered £25 and no more, he was only entitled to county court costs. I am clearly of opinion that this is not what was decided, nor is any such statement to be found in the judgment. The distinction between acts of commission and misfeasance and acts of omission and nonfeasance does not depend on whether a driver or signalman of a defendant company has negligently turned on steam or negligently hoisted a signal, or whether he has negligently omitted to do the one or the other. The distinction is this: if the cause of complaint be for an act of omission or nonfeasance, which, without proof of a contract to do what has been left undone, would not give rise to any cause of action at all, because no duty apart from contract to do what is complained of exists, then the action is founded upon contract and not upon tort; if, on the other hand, the relation of the plaintiff and the defendants be such that a duty arises from the relation only, irrespective of contract, to take due care, and the defendants are negligent, then the action is one of tort, and as regards the County Courts Acts and costs this is what was laid down in the above-mentioned case.

Rigby, L.J., concurred.—Counsel, *Kemp*, Q.C., and *Cagney*; *J. Lawson Walton*, Q.C., and *G. Elliott*. Solicitors, *B. H. Van Tromp*; *C. A. Mason*.

[Reported by W. F. Barry, Barrister-at-Law.]

THE HUDDERSFIELD BANKING CO. (LIM.) *v.* HENRY LISTER & SON (LIM.)—No. 2, 26th, 27th, and 29th April.

Consent Order—Mistake—Agreement.

This was an appeal from the decision of Vaughan Williams, J. (reported *ante*, p. 44). The action was brought by the above-named bank for a declaration that a certain arrangement for the sale of certain looms, and their assent to such arrangement and to an order of the 17th of October, 1892, were agreed to be given under a mistake as to material facts, and that such mistake was caused by the wrongful acts of persons in the employment of the official receiver, and that the looms belonged to them; and they also asked for an order that so much of the said order of the 17th of October, 1892, as contained their consent should be set aside, and that the proceeds of the sale of the looms belonged to them. The circumstances which led to the present action were the following: An action was brought against the defendant company in March, 1892, by debenture-holders, and the liquidator of the defendant company, which was then in liquidation, was appointed receiver for the debenture-holders. The bank, the plaintiffs in the present action, who were not parties to the debenture-holders' action, claimed certain looms in the mills occupied by the company as mortgagees under certain mortgages by which, as they alleged, they had become entitled to all fixed plant and machinery on the premises. The debenture-holders contended that the looms in question were loose chattels, and comprised in their security and not in the mortgage to the bank. To determine this question a summons was taken out in the debenture-holders' action, upon which the bank appeared, and on the 17th of October, 1892, an order was made, with the consent of the bank, that the looms should be sold, and the proceeds of the sale thereof paid to the receiver for the debenture-holders. The looms were thereupon sold and the proceeds paid to the receiver. It appeared from the evidence that prior to the 17th of October, 1892, the looms were inspected by the agents of the bank and of the receiver, and were found to be, in fact, not affixed to the freehold, and when the order of that date was made neither the bank nor the receiver were aware that they had ever been affixed to the freehold. The bank, after the sale, discovered that the looms had in fact been so affixed, and ultimately this action was brought against the company, the official receiver, and the debenture-holders. Vaughan Williams, J., held that the plaintiffs were entitled to the relief they claimed, and made the order asked for.

The Court (Lindley, Lopes, and Kay, L.JJ.) dismissed the appeal. Their lordships held that where a consent order has been made the order so made can be set aside on the same grounds as those upon which the agreement on which the order was founded could have been set aside, and that as in the present case it was proved that the agreement between the parties was based upon a mistake common to them both—namely, a belief that the looms in question had never been in fact affixed to the freehold—upon that mistake being discovered the order founded upon it could be set aside. Their lordships also held that there had been no compromise of disputed rights prior to the order in question, and affirmed the decision of Vaughan Williams, J.—Counsel, *Farwell*, Q.C., and *Sheldon*; *Cooper Willis*, Q.C., and *Kershaw*, Q.C. Solicitors, *Ramsden, Ratcliffe, & Co.*, for *Ramsden, Sykes, & Ramsden*, Huddersfield; *Iliffe, Henley, & Sweet*, for *Laycock, Dyson, & Laycock*, Huddersfield.

[Reported by Wm. Scott Thompson, Barrister-at-Law.]

***Re* DENSHAM & SONS' TRADE-MARK**—No. 2, 30th April.

Trade-mark — Register — "Mazawattee" — Motion to Expunge — Patents, Designs, and Trade-Marks Act, 1883 (46 & 47 Vict. c. 57), s. 64; 1888 (51 & 52 Vict. c. 50), s. 10.

Appeal from Romer, J. In 1887 Densham & Sons registered the word "Mazawattee" as a trade-mark for tea, and in 1890 they registered the same word for all the goods in class 42 except tea. In 1893 A. H. Deakin gave notice of motion to rectify the register of trade-marks by expunging this mark. It appeared from the evidence of the respondents, Densham & Sons, that the word "mazawattee" was arrived at in the following manner. The Hindoo word "mazadhar," meaning "luscious," was combined with the Cingalese word "wattee," meaning "garden," to form the word "mazadharwattee," and then, at the suggestion of the printer, the "dhar" was struck out, leaving "mazawattee." Romer, J., held that the word was not deceptive or descriptive, and refused the motion to rectify. Deakin appealed. Counsel for the appellant referred to *Re Van Duzer* (35 W. R. 294, 34 Ch. D. 623), *Re Jackson & Co.* (60 L. T. N. S. 93), and *Re Vignier* (61 L. T. N. S. 495), and contended that the mark was neither a "fancy word" under the Act of 1883 nor an "invented word" under the Act of 1888.

The Court (Lindley, Lopes, and Kay, L.JJ.) dismissed the appeal.

Lindley, L.J., said it was contended that the word was not a "fancy word not in common use." It was clearly not in common use, and if it was not a "fancy word" his lordship did not know what could be a "fancy word." As to the Act of 1888 he had said enough about the word being an "invented word." Then was it a word having reference to the character or quality of the goods? His lordship thought it was childish to say that it had. It was not their business to fritter away Acts of Parliament, but if this word was not good he defied anyone to find a "fancy word" or an "invented word."

Lopes, L.J., concurred. He said the cases had gone quite far enough, and was of opinion that "mazawattee" was in no sense anything but a "fancy word."

Kay, L.J., concurred.—Counsel, *Moulton*, Q.C., *Hopkinson*, Q.C., and *J. Cutler*; *Sir R. Webster*, Q.C., *Cozens-Hardy*, Q.C., *Neville*, Q.C., and *Sebastian*. Solicitors, *Ernest Salaman, Fort, & Co.*; *Wynne-Baxter & Kosble*.

[Reported by Arnold Glover, Barrister-at-Law.]

STEPHENS *v.* GREEN; GREEN *v.* KNIGHT—No. 2, 26th April.

Incumbrance—Priority—Assignments by Beneficiary under Derivative Will—Stop Order in Suit administering Original Will—Notice to Trustee of Derivative Will.

Appeal from a decision of Stirling, J., given on the 18th of December. This was a petition for the payment out of a fund in court to the credit of an account in *Stephens* v. *Green*. This suit was instituted for the administration of the estate of the Rev. Henry Green, who died in 1841, leaving three children, one son and two daughters, surviving. By his will, dated the 13th of August, 1836, Henry Green gave to his trustees therein-named the residue of his estate upon trust (in the events that happened) to raise and set apart a sum of £3,500 to be held upon trust for each of his daughters and her issue, and the testator thereby provided that in case either of his said daughters should die without leaving children who should attain the age of twenty-one years, the share of each daughter so dying, should go unto and equally between his son and his surviving daughter and her children. Penelope Ann Helicar, one of the testator's daughters, died in 1888 leaving issue. Alicia Helicar, the other daughter, died in 1849 without having had any issue. Henry Armel Green, the son of the testator, Henry Green, died on the 25th of April, 1866, having, by his will, dated the 10th of October, 1862, bequeathed his residuary estate to J. W. Knight upon trust for his sons upon attaining twenty-one years and his daughters upon attaining that age or marrying, in equal shares, and the testator appointed J. W. Knight executor of his will. The suit of *Green* v. *Knight* was instituted to administer the estate of Henry Armel Green. Henry Armel Green left two sons and a daughter, Alice Beatrice Joan Green, who, on the 13th of May, 1878, while an infant and a ward of court, married John O'Connor. No settlement was executed prior to the marriage, but, subsequently, viz., on the 22nd of June, 1878, an indenture of settlement was executed whereby certain funds therein-mentioned were assigned to trustees upon certain trusts for the benefit of Mr. and Mrs. O'Connor, and the latter covenanted with the trustees, so as to bind her separate estate, that all real and personal property, if any, not thereinbefore settled to which she was then entitled or to which she or her husband in her right at any time during coverture should become entitled should be settled upon similar trusts. By a deed dated the 25th of October, 1883, Mr. and Mrs. O'Connor assigned all the share to which Mrs. O'Connor or Mr. O'Connor in her right was then, or might thereafter, become entitled under the will of Henry Armel Green to the Mutual Life Assurance Society by way of mortgage to secure £400. On the 5th of November, 1883, the society obtained a stop order in *Stephens* v. *Green* upon the fund to the credit of an account in that suit entitled "the account of the legacies to the testator's daughters and their children." On the 14th of December, 1883, the trustees of Mrs. O'Connor's marriage settlement obtained in the same suit a stop order on the same fund. On the 16th of January, 1884, the trustees gave notice of the settlement to Selina Knight, who, being the sole executrix of the will of J. W. Knight (who died in 1878), had became the legal personal representative of Henry Armel Green. No stop order was ever obtained in *Green* v. *Knight*. Under these circumstances Stirling, J., held that the stop order obtained by the society was insufficient to deprive the trustees of the settlement of the priority to which their settlement was entitled by virtue of its earlier date. The society appealed, and contended that the stop order obtained by them gave them priority over the trustees of the settlement. Upon this point they relied upon *Re Booth* (1 W. R. 444). They also contended that the settlement was post-nuptial and voluntary and conferred no title on the trustees. For the trustees the case of *Holt* v. *Dewell* (4 Hare, 446) was relied on.

The Court (Lindley, Lopes, and Kay, L.JJ.) dismissed the appeal.

Lindley, L.J., said the authorities were not in harmony. The

general principle as to the priority of incumbrances was laid down in *Loveridge* v. *Cooper* (3 Russ. 1), which settled that where there were various assignments that one obtained priority notice of which was first given. The trustee of the fund assigned became trustee for the person giving such notice. In the present case, who was trustee for Mrs. O'Connor? In his opinion, the legal personal representative of her father. It was his duty to get in the assets and distribute them. In practice, business men did not go back indefinitely, but to the persons whose duty it was to distribute the fund. The trustees of the marriage settlement gave notice to the son's legal personal representative and thereby gained priority. That was quite consistent with *Mutual Life Assurance Society* v. *Langley* (32 Ch. D. 460), and was in accordance with *Holt* v. *Dewell*. But it was said that notice should be given to the trustees of the whole fund, and *Re Booth* and *Bridge* v. *Beadon* (15 W. R. 527, L. R. 3 Eq. 664), were relied on. [His lordship referred to those cases and to the statement of law in Lewin on Trusts (8th ed., p. 709)]. He thought that view of the law was not sound, and would throw a very onerous burden upon trustees, one that would make their position perfectly intolerable, and shocking to contemplate. It was wrong in principle as well. The effect of the stop order was not to convert the trustees of the father's will into trustees for the person getting the order. He thought that Stirling, J., was right, and that *Holt* v. *Dewell* was sounder than *Re Booth* and *Bridge* v. *Beadon*. As to the question of the settlement being voluntary, he was unable to say that it was. Under the circumstances there was ample consideration, and he did not doubt that a court of equity would grant specific performance of the covenant to settle after-acquired property. The appeal must be dismissed, with costs.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Farwell*, Q.C., and *Kirby*; *Grosvenor Woods*, Q.C., and *Cordery*. SOLICITORS, *Burchell & Co.*; *Woodroffe & Burgess*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Chancery Division.

Re **LINDSAY AND FORDER'S CONTRACT**—North, J., 25th April.

VENDOR AND PURCHASER—MISLEADING PLAN ATTACHED TO PARTICULARS.

This was a summons under the Vendor and Purchaser Act, 1874, under the following circumstances:—A contract was made on the 27th of August, 1894, for the sale to the purchaser of two lots at an auction. Attached to the particulars was a plan with the marginal note: "This plan is simply prepared as a guide to intending purchasers, and its accuracy in regard to area, measurement, abuttals, or otherwise is in no way guaranteed." The whole of the vendor's property was divided into four lots and coloured red on the plan, including the 4 feet at the rear of the lots intended to be made into a path, but the measurement was put on the plan as 98 feet in depth, it being in fact 134 feet. The particulars stated that "a right of way will be granted to every purchaser over the path at the back." In condition 8 it was provided that every conveyance was to contain a covenant by each purchaser to pay a fair proportion of the cost of maintaining the path at the rear of each lot and of the gate enclosing the same. The question was whether the soil of the path was to be conveyed to the purchaser. In the correspondence the vendor alleged that he was only bound to convey to the purchaser land 98 feet in width, but his counsel offered to convey the whole of the land up to 4 feet from the boundary.

NORTH, J., held that the purchaser was entitled to a conveyance of the 4 feet on which the path was intended to be laid out, and that the provisions as to the path amounted to a contract that the several purchasers should give each other a right of way, but as the purchaser of the other lots did not desire any right of way the purchasers were entitled to an absolute conveyance of the whole.—COUNSEL, *Swinfen Eady*, Q.C., and *Fellows*; *S. Hall*, Q.C., and *Duke*. SOLICITORS, *Ravenscroft, Hills, & Woodward*; *Morgans & Harrison*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **OTWAY, OTWAY** *v.* **OTWAY**—Stirling, J., 24th and 25th April.

WILL—FORFEITURE CLAUSE—WORDS "LIABLE TO BE DEPRIVED"—MEANING OF.

The summons in this case raised the question whether Harold E. Otway, one of the sons of the testatrix, had incurred a forfeiture of his life interest under the terms of the will. The testatrix, Mrs. Otway, left certain property upon trust to pay the income thereof to her husband for his life, and after his death she gave a certain share to her son, Harold E. Otway, for his life, but that life interest was made subject to a proviso for the determination of it in the following words: "That if the said H. E. Otway should at any time become bankrupt, or assign, or attempt to assign, or incumber, or anticipate, the income directed to be paid to him, or do or suffer any act or thing whereby either directly or by operation of law he would be deprived, or be liable to be deprived, of the beneficial enjoyment thereof, then the trustees should apply the income, or such part as they should think fit, for the benefit of the said H. E. Otway, his wife and children, in manner therein mentioned." The testatrix died in the year 1855. Her husband survived her and died on the 10th of November, 1894. The present summons was taken out by the trustees of the will on the 7th of January, 1895, under the following circumstances: On the 6th of October, 1894, Harold E. Otway was served with a bankruptcy notice requiring him to satisfy a judgment debt which had been recovered against him. He failed to satisfy it, and on the 26th of October a petition in bankruptcy was presented against him, based on such default. That petition was pending at the time of the death of his father, the tenant for life. On the 2nd of December a second bankruptcy petition was presented by another creditor, founded on the same non-compliance with the said bankruptcy notice. Meetings of the creditors of Harold E. Otway were held, and ultimately, on the 18th of January, 1895, the creditors passed a resolution that the affairs of Harold E. Otway should not be wound up in bankruptcy. On the 18th of February the first petition was brought on, and resulted in the registrar making an order upon it. On appeal the petition was dismissed. It was dismissed on two grounds—first, the want of good faith on the part of the petitioning creditor; and secondly, that the petition was not one which would benefit the creditors, because it appeared that the only property of the debtor which was brought to the notice of the court was this property, and that one of the events on which his interest was determinable was his bankruptcy.

STIRLING, J., pointed out that the Court of Appeal in dismissing the bankruptcy petition did so in the exercise of its judicial discretion. His lordship held that the meaning of the words "liable to be deprived" must be read as including acts which, so far as the person who commits them is concerned, put it out of his power to have any voice in the matter, and leave it to a court of justice to say whether he is or is not to be deprived, and that the act of bankruptcy, followed as it was by two bankruptcy petitions, was an act which rendered Harold E. Otway liable to be deprived of the beneficial enjoyment of the property. His lordship also held that in order to bring the case within *White* v. *Chitty* (L. R. 1 Eq. 372) this liability, if got rid of in fact, ought to have ceased before the 31st of January, 1895, at the latest, and that as at that date the liability was, in his lordship's opinion, still subsisting, the forfeiture had taken effect as from the death of the tenant for life.—COUNSEL, *Brinton*; *Buckley*, Q.C., and *Hart*; *Costelloe*; *Mothold*. SOLICITORS, *Ellis & Ellis*; *Michael Abraham & Sons*; *Lumley & Lumley*; *The Official Solicitor*.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

THE ENGLISH AND AMERICAN MACHINERY CO. *v.* **THE CAMPBELL MACHINE CO.**—Stirling, J., 26th April.

PRACTICE—R. S. C., XI., 1 (f)—LEAVE TO SERVE NOTICE OF WRIT OUT OF JURISDICTION—MOTION TO SET ASIDE.

This was a motion by the defendant company to discharge an order giving leave to serve notice of writ of summons out of the jurisdiction. The writ was issued by the plaintiff company against the defendant company, and claimed an injunction restraining the defendant company from infringing certain letters patent belonging to the plaintiff company, damages, and costs. The plaintiff company was an English company, the defendant company an American one, carrying on business in the United States of America and having no offices or agents in England. On the 11th of August, 1894, application was made to the court under ord. 11, r. 1 (*f*), by the plaintiffs for leave to serve notice in lieu of writ out of the jurisdiction, and the court made an order granting such leave. Ord. 11, r. 1 (*f*), gives power to the court to allow service out of the jurisdiction of a writ or notice of writ where "any injunction is sought as to anything to be done within the jurisdiction . . . whether damages are or are not also sought in respect thereof." It appeared that the letters patent in question were granted on the 28th of October, 1880, and that they expired on the 28th of October, 1894, only two and a half months after the date of the order giving the leave above mentioned. The infringement of their letters patent complained of by the plaintiffs was the sale by the defendants of certain bootmaking machines, some thirty of which had been sold by them in England previous to the year 1892. From that date, however, the defendants had not sold any of these machines in England, but they had entered into an agreement with a company called the United Boot and Shoe Co., one of the terms of which was that the defendants were to supply the latter company with bootmaking machines alleged by the plaintiffs to be an infringement of their letters patent, the said machines being delivered and paid for in Boston. By this arrangement the property in the machines passed away from the defendants in Boston—*i. e.*, out of the jurisdiction. It further appeared that an action was brought by the plaintiffs against the said United Boot and Shoe Co. in respect of machinery thus sold to them by the defendants, and the defendants assisted the said company in defending the said action. By indorsing their writ with a claim for an injunction the plaintiffs brought themselves within the terms of ord. 11, r. 1, and consequently obtained leave to serve as aforesaid. Without such indorsement leave would have been refused, as the Rules of the Supreme Court make no provision for service out of the jurisdiction in respect of a past tort. The defendants now moved to discharge the said order giving leave, on the ground that the real object of the action was damages in respect of a past tort, and that the claim for an injunction was not a *bonâ fide* claim, first, because at the date of the said order there was no chance of the action being heard before the expiration of the letters patent, and, secondly, because there had been no infringement by the defendants in England since the beginning of 1892, and no such infringement was to be feared.

STIRLING, J., after stating the facts as above set out, said that when the writ was issued the patent was about to expire, and there was no evidence that there was any chance of its renewal. It was well known that order 11 gave a full code of cases in which the court would grant leave to serve notice of the writ out of the jurisdiction. The court had no power to sanction the service of such notice in any other case. The only case in the said code applicable to the present one was sub-section (*f*) of rule 1, order 11, being the case where an injunction was sought. What did that mean? Was it sufficient to indorse a writ with a claim for an injunction in order to come under the rule? His lordship thought not. The rule meant that it was only applicable to a case where an injunction was

claimed in good faith. If any authority were wanted for that conclusion, it was to be found in the case of *De Bernales* v. *New York Herald* (1893, 2 Q. B., note on p. 97). In the present case the mere statement of the dates shewed that the real object of the action was the recovery of damages, and that the injunction was asked for merely to bring the case within order 11. An injunction might, of course, have been granted *ex parte*, if a proper case had been made out, but in his lordship's opinion no such case could have been made out, as there was clearly no intention on the part of the defendants to infringe in England in the future. Therefore, the case did not fall within ord. 11, r. 1 (*f*), and the writ ought never to have been issued. Plaintiffs were seeking a remedy for a past tort, and therefore his lordship discharged the order of the 11th of August, 1894.

His lordship desired to add that some remarks had been made in the course of the hearing as to the hardship suffered by the plaintiffs under the circumstances, and he sympathized with those remarks. As the rules stood, a person residing out of the jurisdiction could commit a tort, and the person injured thereby could not sue him. A remedy had been proposed, and the order was actually drawn up and approved, but was rescinded for reasons which his lordship would not go into; but at the same time, his lordship wished to say that the case which he had just decided was one of the injustices resulting from the rescission in question.—COUNSEL, *Fletcher Moulton*, Q.C., and *A. J. Walter*; *Sir Richard Webster*, Q.C., and *Roger Wallace*. SOLICITORS, *Crowders & Vizard*; *Wilson, Bristowe, & Carpmael*.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

WILMER *v.* **M'NAMARA & CO.**—Stirling, J., 5th and 26th April.

COMPANY—APPLICATION TO RESTRAIN PAYMENT OF DIVIDEND—DEPRECIATION IN GOODWILL AND LEASEHOLD PROPERTY.

This was a motion on behalf of the ordinary shareholders of the defendant company asking for an injunction to restrain the directors from acting upon a resolution, passed at a general meeting of the company, that a sum of £5,816 12s. 6d. should be applied in payment of a dividend to the preference shareholders, and also from declaring or paying any dividend for the year ending the 30th of June, 1894. The real object of the action, which was a friendly one, was to ascertain whether or not the dividend in question could be lawfully paid. The defendant company was formed in 1887 to acquire and develop a carriers' business previously known as Arthur M'Namara & Co., and to carry on the business of general carriers of mails, parcels, goods, &c. The capital of the company was £120,000, divided into 12,000 shares of £10 each, 7,000 of which were preference share, carrying a fixed preferential cumulative dividend at the rate of 8 per cent. per annum, and the remaining 5,000 were ordinary shares, the holders thereof dividing all surplus profits after payment of the said preferential dividend. By an agreement dated the 8th of July, 1887, the company agreed to purchase the business in question, including the goodwill, leasehold premises, horses, vans, plant, &c., thereunto belonging, for the sum of £54,000 in cash and 5,000 ordinary shares, which were to be deemed fully paid up. The 7,000 preference shares were offered to and taken up by the public, being fully paid up in cash, the vendors receiving their purchase-money (£54,000) thereout. At the end of the first year of the company's existence (the 30th of June, 1888) an allowance of £3,810 was made in the accounts for depreciation in the value of the leases, goodwill, and plant, and in each of the following years up to and including 1891 an allowance of £2,000 was made for the like purpose. In 1892, however, the allowance in respect of this account was only £250; but in all of these years there were substantial charges against income for van-maintenance, horses, and repairs to buildings. A valuation made for the year ending the 30th of June, 1893, shewed assets about £62,800, goodwill £20,000, and liabilities £12,400, leaving a balance of £70,400. No dividend was either declared or paid in this year. For the year ending the 30th of June, 1894, a like valuation shewed a balance of £76,250, the profit and loss account on that year's working shewing a balance of £5,816 12s. 6d. to the good. By a resolution passed at a meeting of the company held on the 11th of September, 1894, it was resolved that the said sum of £5,816 12s. 6d. should be applied in payment of a dividend to the preference shareholders. This was a motion by the ordinary shareholders to restrain the directors of the company from acting upon the said resolution, on the ground that until the loss of capital had been made up no dividends ought to be paid. The company was solvent, and the subject in dispute affected the shareholders alone. A scheme had been prepared for the reduction of the capital of the company, but it had fallen through. The real question was whether or not the proposed dividend could be lawfully paid.

STIRLING, J. [after stating the facts as above set out, delivered a reserved judgment as follows:—].—The nominal share capital of the defendant company amounts to £120,000, and the assets at the date of the last valuation fell short of that sum by over £43,000. Of the capital, however, only £70,000 was received in cash, the remaining £50,000 being paid over to the vendors in the form of 5,000 ordinary shares of £10 each, fully paid, in part payment of the purchase-money due to them. Under these circumstances the decision in the case of *Lee* v. *Neuchatel Asphalte Co.* (37 W. R. 247, 41 Ch. D. 1) applies to this extent—*i.e.*, that dividends may be paid although the assets are not sufficient to make up the nominal amount of the share capital. Beyond this, however, the case does not assist in point of decision, for in that case the assets of the company were at the period in question of greater value than they were at the date of the formation of the company. In a later case, however, *Verner* v. *General Investment Trust* (1894, 2 Ch. 239) the Court of Appeal laid down that in determining whether a dividend might or might not be paid by a company, regard was to be had to the constitution of the company and its articles. Lindley, L.J., at page 265 says: "A company may be formed upon the principle that no dividend shall be declared unless the capital is kept undiminished, or a company may contract with its creditors to keep its capital or assets up to a given value, but in the absence of some special article or contract, there is no law to this effect." Here there is no such contract with creditors, and it is, therefore, only necessary to consider the articles of association, which closely resemble those in Table A to the Companies Act, 1862. Article 117 provides that "no dividend shall be payable except out of profits arising out of the business of the company." What are these profits? [Upon this point his lordship referred at some length to the judgment of Lindley, L.J., in *Verner* v. *General Investment Trust* (*supra*), and continued.] Apart from the use of the word "profits" in article 117, there is nothing in the articles to shew that the capital of the company (or, rather, assets of the value of those acquired by the company at its formation) must be kept up. Further, the articles appear to contemplate "profits" as the excess of receipts over all expenditure properly attributable to the year. It is necessary, however, to consider whether the depreciation in goodwill and leaseholds is to be treated as loss of "fixed" capital or of "floating" or "circulating" capital, and on this point I am of opinion that it is to be treated as loss of "fixed" capital. It very closely resembles the loss which a railway company may be said to suffer if it be found that their line, which was made, say ten years ago, at a certain cost, could now be made at a much smaller cost. Having regard to the remarks of Lindley, L.J., in *Lee* v. *Neuchatel Asphalte Co.* (*supra*), I think that the balance-sheet cannot be impeached simply because it does not charge anything against revenue in respect of goodwill. I feel much more doubt whether £200 is a sufficient sum to allow in respect of depreciation of leaseholds, but I do not think under the circumstances that a case has been made out for an injunction, and the motion must be refused.—COUNSEL, *Graham Hastings*, Q.C., and *Buckmaster*; *Buckley*, Q.C., and *Howard Wright*; *R. Burleigh Muir*. SOLICITORS, *M. William*; *C. Smelt*; *Freshfields & Williams*.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Winding-up Cases.

Re **THE LONDON AND GENERAL BANK (LIM.)**—C. A. No. 2, 30th April.

LIMITED COMPANY—WINDING UP—OFFICERS OF COMPANY—AUDITOR—MISFEASANCE—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10—COMPANIES ACT, 1879 (42 & 43 VICT. c. 76), s. 7, SUB-SECTION 1.

Appeal from a decision of Vaughan Williams, J. (reported *ante*, p. 180). On the opening of the appeals an objection was taken by counsel for the appellant Theobald, one of the auditors of the company, that an auditor is not an officer of the company within the meaning of section 10 of the Companies (Winding-up) Act, 1890, and therefore cannot be held liable for misfeasance under that section. The preliminary point of law was argued and decided, and the hearing of the appeals was ordered to stand over until the second day of next sittings. Section 10 of the Companies (Winding-up) Act, 1890, provides as follows: "Where in the course of the winding up of a company under the Companies Acts it appears that any person who has taken part in the formation or promotion of the company, or any past or present director, manager, liquidator, or other officer of the company, has misapplied or retained, or become liable or accountable for any moneys or property of the company, or been guilty of any misfeasance or breach of trust in relation to the company, the court may, on the application of the official receiver, or of the liquidator of the company, or of any creditor or contributory of the company, examine into the conduct of such promoter, director, manager, liquidator, or other officer of the company, and compel him to repay any moneys or restore any property so misapplied or retained, or for which he has become liable or accountable, together with interest after such rate as the court thinks just, or to contribute such sums of money to the assets of the company by way of compensation in respect of such misapplication, retainer, misfeasance, or breach of trust as the court thinks just." Counsel for the auditor argued that an auditor is not a trustee or *quasi*-trustee of the company, so that he cannot misapply the moneys of the company. He has nothing to do with the funds or assets of the company, and is not a salaried officer under the control of the directors. They referred to *Re Imperial Land Co. of Marseilles* (19 W. R. 223, L. R. 11 Eq. 478), where a banker of the company was held not to be an officer of the company; *Re Great Western Forest of Dean Coal Consumers' Co., Carter's case* (34 W. R. 516, 31 Ch. D. 496), where the solicitor was held not to be an officer of the company; *Re Liberator Permanent Benefit Building Society* (71 L. T. 406), where the solicitor, who was also financial manager of the company, was held to be an officer of the company; and *Re Canadian Land Reclaiming and Colonizing Co., Coventry and Dixon's case* (28 W. R. 775, 14 Ch. D. 660). On the other side the case of *Leeds Estate Building and Investment Co.* v. *Shepherd* (36 W. R. 322, 36 Ch. D. 787) was relied upon, where an auditor was held liable for dividends improperly declared.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) overruled the objection, and decided that the auditor was an officer of the company within the meaning of the "misfeasance" section of the Companies (Winding-up) Act, 1890.

LINDLEY, L.J.—The question which we have to decide is whether an auditor can be regarded as an officer of the company within the meaning of section 10 of the Companies Act, 1890. [His lordship read the section, and continued:—] It was urged by Mr. Cohen that an auditor is not an officer within the meaning of the section. Before deciding that question we must examine what an auditor is, and what are his duties. An

auditor is required and must be appointed under section 7, sub-section 1, of the Companies Act, 1879, which is as follows:—"Once at the least in every year the accounts of every banking company registered after the passing of this Act as a limited company shall be examined by an auditor or auditors, who shall be elected annually by the company in general meeting." Reading that section alone, it would be impossible to deny that for some purposes an auditor is an officer of the company. He is appointed by the company, is paid by the company, and is appointed to check the directors. [His lordship then dealt with the articles and regulations of the company having reference to the officers and auditors, and said he did not think they carried the case further than the Act of 1879; he then continued:—] To some extent, at all events, he is an officer of the company, though not the servant of the directors. This section applies to something more than the misapplication of assets, it also deals with misfeasance or breach of trust. Suppose an auditor, whose business it is to audit the accounts and sign the balance-sheets, knows that his balance-sheet will be acted upon, and signs one shewing profits where he knows there are none, then he is clearly guilty of misfeasance. That does not shew that he is not an officer. As a matter of law he is an officer, and is liable for misfeasance. If an action were brought against an auditor for fraud, it could not be tried by a jury; it must be referred to someone. Trial by jury does not apply. I am of opinion that this auditor is an officer of the company, and that his objection cannot be upheld.

LOPES, L.J., said that the section did not create any new rights, but only gave a summary mode of procedure in such a case. If the word misfeasance were absent he would have thought that it referred to a person having control of the assets. But the word misfeasance was there, which meant a breach of duty such as might be enacted by an auditor acting in collusion with the directors in preparing false accounts. He was fortified in that view by section 7 of the Companies Act, 1879. His lordship came to the conclusion that the auditor of this banking company was an officer of the company within the meaning of section 10.

KAY, L.J., came to the same conclusion, but wished to guard against the conclusion that in every case the auditor of a joint-stock company is an officer of the company; at present his lordship did not think that was so. In this case the company recognized the necessity of having auditors, and provided for it; the question whether they were officers or not within the meaning of section 10 was almost concluded, because the company recognized them as officers. Misfeasance other than misapplication of funds was to be met by compensation to the company; the two words were clearly correlative, and the misfeasance of the company meant some misfeasance other than misapplication or misappropriation of funds. As to the possibility of misfeasance by an auditor, he might cause considerable damage to a company as auditor. For such he could be made liable, and must be made to give compensation to the company.—COUNSEL, *Cohen*, Q.C., *Cozens-Hardy*, Q.C., and *Whinney*; *Finlay*, Q.C., *E. S. Ford*, and *Muir Mackenzie*. SOLICITORS, *Walters, Johnson, Bubb, & Whatton*; *Phelps, Sidgwick, & Biddle*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

SHERRAS *v.* DE RUTZEN—23rd April.

LICENSING ACTS—SUPPLYING LIQUOR TO A POLICE CONSTABLE ON DUTY—KNOWLEDGE OF LICENSED VICTUALLER—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 16, SUB-SECTION 2.

Case stated by Albert De Rutzen, Esq. Section 16, sub-section 2, of the Licensing Act, 1872, provides that "if any licensed person supplies any liquor or refreshment, whether by way of gift or sale, to any constable on duty, unless by authority of some superior officer of such constable, he shall be liable to a penalty not exceeding, for the first offence, ten pounds; and not exceeding, for the second or any subsequent offence, twenty pounds." The question in this case was whether a publican could be convicted under this section where it was proved that he did not know, at the time the constable was served with liquor, that he was on duty. The public-house was situated close to a police-station, and the policemen stationed there were in the habit of frequenting it when off duty. They constantly came in uniform, the only sign that they were not on duty being the removal of the armlet. The constable in this case, having removed his armlet, came and asked for a drink. Seeing that the armlet had been removed, the publican's daughter, without making any further inquiries, served him with liquor. It appeared subsequently that the constable was in fact on duty at the time, and the present conviction was obtained. It was contended in support of the conviction that, the word "knowingly" not having been inserted in defining the offence, the section amounted to an absolute prohibition similar to the prohibition contained in section 13 against serving a drunken person with liquor, and that ignorance was consequently no defence to the charge: *Cundy* v. *Le Cocq* (13 Q. B. D. 207). For the defendant it was argued that a *bonâ fide* belief that the constable was not on duty was sufficient to excuse him: *Mullins* v. *Collins* (L. R. 9 Q. B. 292).

THE COURT (DAY and WRIGHT, JJ.) quashed the conviction. They held that, as the licensed victualler had acted under the *bonâ fide* belief that the constable was not on duty, no offence had been committed. The gist of an ordinary criminal offence was absent—namely, the intention to do something wrong. With certain exceptions in the common and statute law, *mens rea*, or a knowledge of the wrongfulness of the act done, was an essential element of guilt. The contention that knowledge was no part of the offence was erroneous, and without foundation. The presence or absence of the word "knowingly" only served to allocate the burden of proof.—COUNSEL, *Poland*, Q.C., and *Paul Taylor*; *Macmorran*. SOLICITORS, *Maitland, Peckham, & Co.*; *Duerdin Dutton*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

MORGAN *v.* JACKSON—26th April.

GAME—LANDLORD AND TENANT—AGREEMENT BY TENANT OCCUPIER TO LET THE "SOLE RIGHT OF KILLING ALL WINGED GAME, HARES, AND RABBITS" ON FARM LAND TO A PERSON NOT HIS LANDLORD—GROUND GAME ACT, 1880 (43 & 44 VICT. c. 47), ss. 1, 2, 3.

This was an appeal from a decision of the county court judge at Monmouth, who had nonsuited the plaintiff in an action in which he sought to recover £40, alleged to be due for five years' rent to him from the defendant of the sporting rights over the lands surrounding Llantellan Farm, in the county of Monmouth. The facts were as follows:—The farm belonged to a lady, and Morgan became her tenant from year to year, having the right of shooting over the farm. In June, 1880, he agreed with Jackson, who occupied adjoining lands, to let him have the sporting rights over his farm. An agreement was drawn up by the parties themselves, which contained agreements to the effect that the defendant Jackson should have the "sole right of killing all winged game, hares, and rabbits" on the farm lands; that the lessor should preserve the game; that the defendant should pay for the right of shooting over the farm £15 at the close of every shooting season. Each party had the right to terminate the agreement by giving two years' notice in writing, and such a notice was duly given by the plaintiff in February, 1892. Jackson shot over the farm for five years, and paid as rent at different times £35. The agreement or lease was not stamped when executed, but the plaintiff before bringing the action had the agreement stamped, and paid the penalty of £10. No question as to the validity of the agreement on that point was raised, and it was admitted by the defendant at the trial that, if the lease was not void under section 3 of the Ground Game Act, 1880, then the amount claimed was due. That section provides that "every agreement, condition, or arrangement which purports to divest or alienate the right of the occupier as declared, given, and reserved to him by this Act, or which gives any advantage in consideration of his forbearing to exercise such right or imposes upon him any disadvantage in consequence of his exercising such right, shall be void." Counsel for the appellant contended that the section did not apply to the present case, but was applicable only to a case in which a tenant and his landlord sought to combine to defeat the rights of the former. The agreement, therefore, was not made void by the statute, and the rent could be recovered. For the defendant it was submitted that the agreement was void, at any rate so far as it purported to assign the sole right to kill the ground game on the farm. In the case of a tenant parting with his right to kill the game on his farm, section 2 of the Act must be read with section 3. That section set out that "when the occupier of land is entitled otherwise than in pursuance of this Act to kill and take ground game thereon, if he shall give to any other person a title to kill and take such ground game, he shall nevertheless retain and have, as incident to and inseparable from such occupation, the same right to kill and take ground game as is declared by section 1 of this Act." The contract to permit Jackson to kill the "winged game, hares, and rabbits on the farm" was one entire contract. Part, at any rate, of the consideration was made illegal by statute, and therefore the whole contract was bad, and money agreed to be paid under it could not be recovered.

DAY, J., in allowing the appeal, said that section 3 was intended to prevent tenants and landlords combining to defeat the object of the Act, which was passed for the better protection of occupiers of land against injury to their crops from ground game. Morgan, in the present instance, came within section 2 of the Act as the person who occupied and was "entitled otherwise than in pursuance of the Act to kill and take the ground game." There was nothing in that section which made it illegal for him to enter into an agreement with some other person for money value to enjoy his right of killing the game on the farm land. The tenant occupier was free to do so before the passing of the Act and there was nothing in either section 2 or 3 of the Act which prevented his doing so now. Morgan had entered into such an agreement with the defendant—who might be called the sporting tenant—to rent from him the shooting over the farm. That gentleman seemed to have exercised his rights under the agreement to kill the game, but when it came to paying Morgan he pleaded that the lease was invalid under section 3 of the Act, and the agreement that he should pay rent for the shooting could not be enforced. That view was also taken by the learned county court judge. In his opinion, however, the section raised no such technical objection to the validity of the agreement. Section 3 was intended merely to prevent a tenant surrendering to his landlord his inalienable right to keep down the ground game on the land. The judgment of the county court judge was, therefore, wrong, and must be set aside.

WRIGHT, J., concurred. There was nothing in the agreement inconsistent with the provisions or intentions of the Act. The Legislature intended that the occupier should have the right to keep down the game on the land he paid rent for in spite of any attempt that his landlord might make to prevent him. That was the object of section 3—the tenant could not part with his personal right to take game. Section 1 set out that in pursuance of the Act the occupier should have the right to kill and take ground game concurrently with any other person who might be entitled to kill and take ground game on the same land with certain limitations. Under the agreement Jackson was merely a person duly authorized by Morgan to kill the game on the farm as provided for by sub-section (1.) of that section, and for this privilege of shooting over the farm Jackson had

agreed to pay him £15 a season. Such an agreement could not be said to be contrary to the provisions of section 3. Moreover, he saw no reason why under section 2 Morgan should not still retain the personal right to kill the ground game concurrently with Jackson's right to do so under the agreement had he desired or thought it necessary for the protection of his crops. Appeal allowed.—COUNSEL, *Gwynne James; Corner.* SOLICITORS, *Thomas White & Sons*, for *Garrould*, Hereford; *Saunders, Hawksford, & Bennett*, for *Corner & Co.*, Hereford.

[Reported by ERSKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re **HOWELL**, *Ex parte* **MANDLEBERG**—Vaughan Williams and Kennedy, JJ., 25th April.

BANKRUPTCY—LANDLORD AND TENANT—DISTRESS FOR RENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 9 (1), 41, SCHEDULE II., RULE 19—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 28.

This was an appeal against an order of the registrar of the county court of Huddersfield restraining Mandleberg & Co. from distraining on goods forming part of the estate of the bankrupt at a shop let by them to the bankrupt in respect of rent due for the period from the 24th of June to the 1st of September, 1894, and declaring that the sum of £16 13s. 4d., the apportioned rent of the said shop from the 1st of September to the 29th, 1894, with £1 1s. costs of distress, tendered to Mandleberg by the trustee subsequent to the distress, was a sufficient tender of all rent then owing to Mandleberg & Co. By an indenture dated the 20th of March, 1894, Mandleberg & Co. had let the said shop to the bankrupt from the 25th of March, 1894, for the unexpired residue of a term of fifteen years and one-half from the 1st of July, 1891, less the last seven days thereof, at £200 a year, payable quarterly. The bankrupt paid the rent up to the 24th of June, 1894. A receiving order was made against him on the 1st of September, 1894. Upon the 28th of September, 1894, Mandleberg & Co. wrote to the trustee demanding that the quarter's rent due on the 29th of September should be paid to them on the following morning. The trustee's solicitors replied that Mandleberg & Co. were not entitled to the whole quarter's rent, as it had not accrued due prior to the adjudication, but that the trustee was liable from the 1st to the 29th of September, and was willing to give them £16 13s. 4d. in respect of that period. Mandleberg & Co. made no reply to this letter, but put in a distress upon the 1st of October, whereupon the trustee applied to the county court and obtained the order now appealed against. The appellants contended that they had the right to distrain under section 42 (1) of the Bankruptcy Act, 1883: "The landlord or other person to whom any rent is due from the bankrupt may at any time, either before or after the commencement of the bankruptcy, distrain upon the goods or effects of the bankrupt for the rent due to him from the bankrupt." The respondent contended that rule 19 of Schedule II., "When any rent or other payment falls due at stated periods, and the receiving order is made at any time other than one of those periods, the person entitled to the rent or payment may prove for a proportionate part thereof up to the date of the order as if the rent or payment grew due from day to day," made the two months' rent a provable debt, and that section 9 (1), "Except as directed by this Act no creditor to whom the debtor is indebted in respect of any debt provable in the bankruptcy shall have any remedy against the property or person of the debtor in respect of the debt," took away the landlord's right to distrain for rent which was a provable debt.

VAUGHAN WILLIAMS, J., allowed the appeal, holding that in respect of the two months' rent due before the bankruptcy the landlord's common law right to distrain was reserved to him by section 42 (1), and in respect of the one month's rent after the commencement of the bankruptcy the right to distrain was not taken away by any statute. From the moment of adjudication the trustee became assignee of the lease, and liable for the rent by privity of estate. By section 4 of the Apportionment Act, 1870, this rent accrued due from day to day, and although it did not become payable until the end of the quarter, it accrued due within the meaning of section 42 (1), which took it out of the operation of section 9, and enabled the landlord to distrain.

KENNEDY, J., concurred.—COUNSEL, *Lawson Walton*, Q.C., and *Muir Mackenzie; Herbert Reed*, Q.C., and *A. H. Carrington*. SOLICITORS, *Rowcliffes, Rawle, & Co.; Bannister & Reynolds.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

Re **BURDEKIN & CO.**—C. A. No. 2, 23rd April.

SOLICITOR — COSTS — TAXATION — SCALE FEE—PURCHASE UNDER PUBLIC HEALTH ACT—VOLUNTARY SALE—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 18), s. 82—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44)—GENERAL ORDER UNDER THE ACT, RULE 11.

Appeal from a decision of Kekewich, J., on the 8th of March. Land was sold by a vendor to a local board, who acquired it for certain public purposes under the powers of the Public Health Act, 1875, a statute which incorporated the provisions of the Lands Clauses Consolidation Act as to the purchase of land. The purchase was carried out voluntarily, and by an agreement dated the 1st of March, 1893, it was agreed that all costs and expenses incidental to the sale and purchase should be borne and paid by the purchasers. The vendor's solicitors delivered to the local board a bill of costs which was not made out according to the scale in Part I. of Schedule I. to the General Order made in pursuance of the Solicitors' Remuneration Act, 1881. In taxing the bill the taxing master allowed only those costs which would be allowed in respect of a purchase to which the scale in Part I. was applicable. A summons to review the taxation having been taken out, Kekewich, J., referred the matter to the taxing master to review his taxation, being of opinion that the sale came within rule 11 of the General Order, which provides that "in case of sales under the Lands Clauses Consolidation Act, or any other private or public Act under which the vendor's charges are paid by the purchaser, the scale shall not apply." From this decision the local board, by leave, appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., after referring to rule 11, said it would be putting a very narrow construction upon that rule to confine it to the case of compulsory sales. His lordship thought that Kekewich, J., was right in saying that the last words of the rule applied to the present case. It was said that the agreement was inconsistent with this view of the case, but he did not think that that was so. The appeal would be dismissed.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Upjohn; Wurtzburg.* SOLICITORS, *Crowders & Vizard*, for *N. Creswick*, Sheffield; *Torr, Gribble, Oddie, & Sinclair*, for *Burdekin & Co*, Sheffield.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 26th ult., Mr. JOHN HUNTER, the President, taking the chair.

SOLICITORS TO GOVERNMENT DEPARTMENTS.

Mr. HARVEY CLIFTON (London) had given notice to ask, "What steps the council have taken to secure the exclusive appointment of solicitors to Government solicitorships on future vacancies arising, and what assurances have been obtained that the right of solicitors to hold solicitors' appointments shall not be ignored in future? If no satisfactory assurance has been given, whether the council will not at once take steps to obtain an amendment to the Solicitors' Acts, which at present do not extend to the 'examination, swearing, admission, or enrolment of the solicitors of the Treasury, Customs, Excise, Post Office, or any other branch of Her Majesty's Revenue?'" Before putting the question, however, he should like to make a few brief observations upon the subject. The society very justly claimed to be the guardians of the interests of solicitors, therefore he did not think that any apology was necessary on his part for troubling the council with the subject. On two occasions recently the rights of solicitors with regard to appointments had been ignored. He referred to the solicitorships of the Inland Revenue and the Treasury, and protests with regard to these appointments had appeared in the legal papers. The *Globe* also had commented upon the matter, and had asked the very pertinent question, why should a barrister be appointed to an office which bore the name and involved the duties of a solicitor? Other papers had also admitted the injustice of the system. There was a definite Act on the Statute Book.

Mr. W. MELMOTH WALTERS rose to order. He did not want to interrupt the speaker, but was it in order to make a long speech when notice had been given simply of a question? It had never been the practice before.

Mr. CLIFTON thought that when a young member of the society ventured to speak, he should not be discouraged. He was very much surprised that any member of the council should attempt to silence a young member when he made a special effort.

Mr. WALTERS said he did not want to stop Mr. Clifton. He was only anxious that it should not be made a precedent, and that speeches in future should not be made when notices of questions had been given.

The PRESIDENT said that although Mr. Clifton's notice asked a question, it was rather like a motion. He presumed that Mr. Clifton was intending to move that the council should do something. If he would conclude with a motion, that would make it regular.

Mr. CLIFTON said the average solicitor of to-day was quite equal to the average man at the Bar, and the average solicitor who had any pride at all in his profession, and any hope at all in his future prospects, desired an equality of opportunity, and until that equality was obtained the members, at any rate those who were young men, looked to the council to see that the appointments which solicitors had a right to hold should be secured to them. It was with this object and without any desire to encroach upon the preserves of others that he had given the notice which stood in his name. He then asked the question.

Mr. GRANTHAM R. DODD (London) asked when he might put a question.

Mr. B. G. LAKE (London) protested against it on the ground of order.

Mr. DODD asserted that by the laws of debate he was perfectly at liberty to put the question. He asked whether the council had in any way relaxed their efforts to secure legal appointments for the solicitor branch of the profession? In the year 1877, as some of those present might recollect, the matter was thoroughly discussed.

Mr. LAKE again rose to order. He said there was a very well-marked distinction—they could discuss a motion, and the speeches upon it, but a question could not be discussed. In the House of Commons no rule was better established than that a speech could not be made upon a question.

Mr. DODD argued that he had a right to explain the nature of his question.

The PRESIDENT said that if it was a question only, there was no right to make a speech.

Mr. DODD called attention to the fact that a resolution was passed in 1877 at the provincial meeting at Bristol. It was moved by two gentlemen who had since joined the majority. The effect of it was, that the meeting was strongly of opinion that the appointment of members of the Bar to posts of honour peculiarly fitted for gentlemen who have had the training of solicitors is not only injurious to solicitors as a body, but also to the public generally.

The PRESIDENT said the answer was, that the council had, within the last few years, written first to the late Mr. W. H. Smith when he was First Lord of the Treasury, and subsequently to Mr. Balfour, and afterwards to Lord Rosebery, urging upon them the claims of solicitors to be appointed as solicitors to Government departments. Last year, when the two vacancies were imminent, the council wrote to Lord Rosebery calling his attention to the correspondence which had taken place before, and in which some sort of hope had been held out to the council that the claims of solicitors should be considered, and he promised to give the subject consideration. The next thing the council heard was that, in the case of the Inland Revenue and the Treasury, barristers had been appointed to the solicitorships. As to the other half of the question, Mr. Clifton had asked whether, if no satisfactory assurance had been given, the council would not at once take steps to obtain an amendment to the Solicitors' Acts? He might say that the original Act was as long back as the 6th and 7th Vict. That Act, after providing that nobody shall exercise the office of a solicitor unless he shall have served under articles and been admitted and enrolled, provides and enacts "that this Act, or anything herein contained, shall not extend, or be construed to extend, to the examination, swearing, admissions, or enrolments, or any rights or privileges of any persons appointed to be solicitors to the Treasury, Customs, Excise, Post Office, Stamp Duties, or any other branch of Her Majesty's Revenue, or to the solicitor of the City of London, or to the assistants of the Council for the affairs of the Admiralty or Treasury, or to the solicitor to the Board of Ordnance." The enactment was practically repeated in the Act of 1860, and the council were of opinion that there was very little hope of inducing the Government, and still less of inducing the Bar, to consent to the repeal of an enactment which was for its benefit.

Mr. CLIFTON asked whether the council did not think it worth while to make an effort to do so?

The PRESIDENT replied that the only method open to them of bringing about an alteration was by carrying through Parliament a Bill to that effect, and he did not know whether any Members of Parliament were present, but he was quite sure that there was no chance of getting a Bill through to that effect at present.

Mr. CLIFTON: I am to take the answer in the negative, then?

The PRESIDENT: I think so, Sir. We do not see our way to do it at present.

COUNTY COURT FEES.

Mr. F. ARMITAGE (London) moved in accordance with notice:—"That this meeting is of opinion that the fees charged in the county courts are excessive, and should be reduced, so that (*a*) no fees be higher than those in force at the Mayor's Court for similar work; (*b*) no fees be charged in actions to recover sums not exceeding £2." He thought that this question had been discussed at a provincial meeting of the society when a paper was read with regard to it. And he understood that at the general meeting, held in January last, a committee was appointed to deal with the question of the county courts and the rules. When he gave the notice he was not aware of this, and it was by permission of the council, and as an instruction to the committee, that he was permitted to bring the present motion forward. He did not wish to anticipate matters or to tie the hands of that committee, but, at the same time, he thought it advisable to come forward with a concrete question. It was not a new matter, and he had no doubt that everyone in the profession, from what he had read in the legal papers, agreed with him that the county court fees were excessive. The work of the county court was different in quality from that transacted in the other courts—the Mayor's Court and the High Court. The county court also acted as a bailiff to serve process. And the most important point was that the county court also acted as a banker, which no other court did. These were important points which should be borne in mind in discussing that question. It was very easy to say the fees were too high, but it was very difficult to say what they ought to be. He ventured to think they would agree that the fees were excessive. At the present moment at the issue of the summons there was a fee of 1s. in the £ to start with. Above the sum of £2 it was necessary to pay a further fee of 1s. for the service by the bailiff, and the consequence was that this state of things was arrived at. Supposing one sued in an action under £2, the highest fee was 2s.; but if the amount was above £2, say only £2 and 6d., the fees sprung up to 4s. That was a rather high fee and when one came to pay the heavy fee, the amount was doubled altogether. In the Mayor's Court, which he would take as a simple analogy, the fees started with 4s. and went up, and the highest fee was 5s. He thought that 5s. was a reasonable rate, and should not be exceeded. A Bill was brought into the House of Commons last year and a clause was inserted in the Bill that the maximum charge for the fee under that Act would be 5s. instead of the present rate, which was a guinea. If that Act received the sanction of the House of Commons, that might be taken as a starting-point. He did not think the fee ought in any case to exceed 5s. Up to the year 1883 the issue of a writ for any amount in the High Court did not exceed 15s., and the county court ought not to charge more. The hearing fees were 2s. in the £, the smallest being 2s., and the highest £2. In the Mayor's Court, in cases under £20, the maximum fee was 10s. Over £20 it was 15s., and from that it might be fairly laid down that the highest hearing fee should not exceed 15s., or perhaps 10s. A committee was recently inquiring into the whole question, and a portion of the recommendation of that committee was that the fee under judgment summonses should be reduced. He thought that if the society took some action, a reform might be brought about. The Treasury had not done anything up to the present. In the Mayor's Court the fees were much more reasonable. In the case of a judgment summons, for instance, no hearing fee was payable and no fee on the order. The total expense from start to finish was 6d., and if a committal was obtained a further fee of 1s. was payable, making the entire fee 1s. 6d. Inasmuch as the cost of the judgment summons always fell upon the poor people—the defendants—he thought, although they were not considering the subject from the point of view of the defendants, but of the profession, that they should be thought of, and there ought to be something like the sixpenny or eighteenpenny fee of the Mayor's Court. The latter part of his motion might, he thought, be very democratic, but he did not consider that he ought to be treated as an outcast for making the suggestion that no fees should be charged in actions to recover sums not exceeding £2. He might call to mind the fact that where a receipt was given for less than £2, the Inland Revenue did not ask for a receipt stamp. In the county court also they did not charge for the service of the summons if the amount in question was less than £2, so he did not think his proposition so revolutionary as some might consider it. As an instance of the burden of the fees, he would take the case of the amount sued for being £3 15s., where the summons would be served by the bailiff. The fee would be 4s. to start with, and, if it was a default summons, 2s. additional, and if it was served by the bailiff, another 1s.—7s. altogether. That came to very nearly 2s. in the £, instead of 1s. On the hearing there was payable a fee of 6s., and if execution was issued there was a charge of 1s. 6d. in the £, making 7s. 6d. more. The plaintiff might not recover under that, and under the new rules he would have the pleasure of losing that 7s. 6d., if he did not happen to recover any goods. The practice had been always the same in the High Court he knew, but it had been different in the county court until recently. If it was necessary to issue a judgment summons, there was another 3d. in the £, and 1s. extra for service, and for hearing 6d. in the £—making 2s. 6d. If the plaintiff got a committal order he was lucky, and then he paid 1s. 6d. for executing the order. That came to about 7s. 6d., and if the committal order was made, the full amount for the whole would be £1 14s. 9d. It would be found that it came to, say, nearly forty-five per cent. of the amount sued for. But it invariably happened that the plaintiff did not get a committal order at the first start. The Judge then made what he called a fresh order, and it was necessary to start all over again, and the plaintiff found that the whole of the fees for issuing the summons, and for the service and the hearing, had been disallowed. Then he could go on, and probably he could get an order, and instead of getting a committal order for the whole amount he got it for £1 a month. Then he had to issue separate summonses, paying heavy fees, and fees to the defendant. It would be seen how readily these small sums mounted up. He would not be surprised if cases could be found where the costs where 75 per cent. of the debt. Then in the case where judgment was obtained by default. Of course, there were a great many default cases in the county court. Supposing a case where the amount was £11 10s., the issuing fee would be 14s.; on signing judgment there would be a fee of 12s., making altogether 26s. In the Mayor's Court the fee would be, on issuing the summons, 4s. 6d.; and on the judgment, 4s. 6d.; making 9s., as against the 26s. in the county court. Then, if the amount was under £5, the costs would be 12s. 3d. in the county court as against the 1s. 6d. of the Mayor's Court.

Mr. CHARLES FORD (London) seconded the motion for the purpose of discussion. But he thought it required amendment.

Mr. F. K. MUNTON (London) said he thought the motion should be amended. The matter had been under the consideration not only of the society but of the council in particular for the last fifteen years. Fifteen years ago a resolution was passed at one of the general meetings held in this Hall in favour of the first portion of the proposition Mr. Armitage had brought before them—namely, that the county court fees were excessive, and should be reduced. He believed that every member of the society, both of the council and of the general body, favoured that particular view. Then, with regard to the second part of the motion, that no fees should be higher than those in force at the Mayor's Court for similar work, he should like to say that he personally had the very highest opinion of the mode with which the business of the Mayor's Court was carried out. It was a very satisfactory court indeed. But he did not think they could run an analogy between the Mayor's Court and the county court, because, generally speaking, there were no suitors in person in the Mayor's Court, whereas the great bulk of the poorer suitors in the county court appeared in person. Some difference would, therefore have to be made with regard to the fees on that score. They would all agree that the Mayor's Court fees were very satisfactory for the work that was conducted there, but he thought they must not too readily assume that the county court fees could be made to agree with them. With regard to the latter part of the motion, the difficulty the council had had to consider for many years was the Treasury difficulty in dealing with this important question. The Treasury would not, of course, willingly give up these fees if it could be avoided, and it was a very difficult and delicate task to press the question upon them. But he was perfectly sure that if the council were to represent to the Treasury that they should begin by taking off all the fees in the cases under £2, which formed the large majority of the whole of

the cases in the county courts, it would be absolutely hopeless to ask for a reduction of the fees in the higher cases. On that ground he ventured to suggest, as an amendment, that the third part of the motion should be struck out, and that the other two proposals should be referred to the County Court Committee, which was now sitting, and which was partly formed of members of the society and partly of members of the council, who were dealing with this very subject. For the committee would very much more satisfactorily deal with the question as a whole than the meeting could possibly deal with it to-day by any abstract resolution upon this particular question. He, therefore, moved that the motion to the words "similar work" be referred to the consideration of the existing County Court Committee, and that the remaining part, which was marked (*b*), should be struck out. He would move that as an amendment.

Mr. W. W. HAYWARD (Rochester) seconded the amendment. He thought the mover of the resolution had made a great mistake when he said the last part of the motion was of a democratic character. His (Mr. Hayward's) opinion was that it was perfectly out of the question to expect the Treasury to give up the fees in cases under £2. He believed also that if there were no fees payable in cases under £2 it would be a great infliction upon the working classes. Innumerable summonses would be taken out for which there would be no justification at all, and that would be a most serious state of things. Everybody, he believed, was of opinion, whether they were registrars of a considerable court, as he was, or whether they simply practised in the county courts, that the fees ought to be reduced. But the difficulty was with regard to the Treasury, who required that a certain proportion of the expenses of the county courts should be paid out of the fees. He did not altogether agree with that part of the resolution which said that no fees should be higher than those in force in the Mayor's Court for similar work, because there were many things, as the mover had stated, which were done at the county court which were not done by the Mayor's Court. For instance, the county court served the summonses and acted as bankers, and had really a great deal more to do than was the case at the Mayor's Court. Therefore a little consideration on this ground should be given, and the fees at the county court should be rather larger than those at the Mayor's Court. There was no doubt that the fees were very oppressive. He thought 2s. in the £ for the hearing a great deal too much, and 1s. 6d. for the execution was also a great deal too much. He considered it would be much better if no fee were charged above 10s. There should be a poundage fee up to 10s., and no fees over £10. There should be a sixpenny hearing fee and 1s. on the execution, and that would get rid of most of the objections made. No doubt the committee would come to a very proper conclusion. He was quite sure it would be a most injurious thing if no fees were charged in actions under £2, because, as Mr. Munton had properly said, people had no idea of the immense number of actions in the county courts for sums below £2. His (Mr. Hayward's) court issued about 7,000 plaints, and the vast majority were for sums under £2. He had more cases to try, as registrar, of £2 and under than the judge had of more important cases. Therefore he hoped the council would give the matter most serious consideration before they came to any conclusion. The mover had made a mistake in regard to abortive execution. He said that if the execution were abortive the whole of the fees had to be paid over again. This was not the case. It was only necessary to pay the fees of the abortive execution, not of the entering of the plaint, the hearing, and so on.

Mr. ARMITAGE said he had intended his remarks to be understood in that way.

Mr. FORD said he agreed very much with the remarks of Mr. Hayward. But he did not think the meeting could adopt the amendment. He quite agreed that they must omit the final part of the motion, but he did not agree with Mr. Munton's suggestion that the first part of the motion, which stated the county court fees to be excessive, should be referred to the committee. It was not necessary to refer that to any committee. There was nothing to refer. They were expressing an opinion, which they had expressed over and over again at these meetings, and it did not seem to have much effect. The same remark would apply to several other matters at these general meetings. He suggested that the meeting should resolve that this meeting is of opinion that the fees charged in the county courts are excessive, and should be reduced, and that paragraph (*a*) should be referred to the committee. That, he submitted, was the business course, and he hoped Mr. Munton would accept it.

The PRESIDENT said there could not be an amendment upon an amendment.

Mr. MUNTON said he did not object to the amendment taking that form. He believed they were all agreed as to the necessity of reducing the fees. His desire was that they should not handicap the committee by stating anything. He would alter his amendment accordingly.

The PRESIDENT observed that whilst Mr. Munton was re-modelling the amendment, he might, perhaps, be allowed to say that he had had the opportunity of speaking to the Lord Chancellor and the Lord Chief Justice the other day upon the subject of county court fees, after this notice of motion had been given. He told them the motion was coming on for discussion at this meeting, and they both of them expressed the opinion that it was a reasonable proposition to say that under no circumstances should the fees in the County Court exceed the fees charged in the Mayor's Court for similar work. They were not talking of the Mayor's Court, but the matter cropped up in connection with something else. But when he said he thought he was quite safe in saying the fees in the county court were often considerably higher than for the same work in the High Court, both the Lord Chancellor and the Lord Chief Justice, although they had not authorised him to say so, expressed the opinion that it would be a quite reasonable proposal to get them reduced. At the same time, the Lord Chancellor reminded him that he had the Treasury to consider, and the Treasury were people who required a good deal of handling before they gave up anything they once got. The Lord Chancellor did not actually say that, but that was the impression his remarks had left.

Mr. MUNTON read his amendment as remodelled as follows:—"That this meeting is of opinion (*a*) that the fees charged in the county courts are excessive, and should be reduced; (*b*) that no fees be higher than those in force at the Mayor's Court for similar work; and that (*a*) and (*b*) be referred to the County Court Committee now sitting, and that the section (*c*), namely, that no fees be charged in actions to recover sums not exceeding £2, be negatived."

Mr. ARMITAGE said he would withdraw his motion in favour of the amendment.

The amendment was then put as a substantial motion and adopted.

At the invitation of the President, Mr. Hayward stated his willingness to act on the County Courts Committee.

LEGAL PROCEDURE.

Mr. FORD moved, in accordance with notice, "That in the opinion of this meeting the costs of legal proceedings in the Chancery and Queen's Bench Divisions of the High Court of Justice, coupled with the uncertainty as to when cases will appear in the paper for trial, and on what day they will be heard when they are in such paper, operate to deter suitors from seeking redress in Her Majesty's Courts of Justice; the more so in view of the considerable period of the year during which the courts and offices are closed, thus often occasioning such serious delay as in itself results in a denial of justice to litigants." He felt perfectly certain that business was drifting away. People were sick and weary because of the delay, expense, and uncertainty attendant upon legal procedure. He quite admitted that there was a great improvement at present as compared with things as they were in the time of the Common Law Procedure Acts, and in the time of the Chancery Acts and orders, but he very much doubted whether anybody present, who had had experience of legal procedure as at present, would say there was not still room for great improvement in many directions. The resolution divided itself into several parts. There was the question of costs; there was the question of the uncertainty attending the proceedings; there was the question as to when a case would get into the list; and then there was the grave question, when it would be heard when it got into the cause list. On the question of costs they still had to contend with the heavy fees required by counsel. Then as to the allowances to "expert" witnesses, that was a most serious matter. The taxing masters allowed very heavy fees to experts, who were often only called because one side call experts, and the other side were therefore compelled to do so, and very often the evidence of the experts was not worth having at all; but, unfortunately, the suitor had to pay for it. Quite recently Mr. Justice Mathew had enlarged upon this very question. With regard to the uncertainty that existed when a case got into the paper, every solicitor of experience must know that this was one of the most troublesome matters in his office, and he almost required a clerk for the special purpose of searching the cause list, and of making inquiries as to when there was any likelihood of the case getting into the paper. There was nothing more uncertain connected with practice than that very point. Then, when it got into the list, there was not the slightest certainty as to when the case would come on, and the clerks had constantly to search the list. How could solicitors expect their clients to be so insane as to involve themselves in legal proceedings in these circumstances? He gave an instance of a case within his own experience, which came from Worcester to be tried in the High Court. It was in the list on the 25th October, and was not heard until the 5th of November, judgment being given on the 6th. There were eleven witnesses who had to be kept in town all the time. And this was not at all an isolated case. When the costs came to be taxed there was at least £100 which ought not to have been in the bill at all, but which was there simply because of the miserable system of cases getting in and out of the cause list in a happy-go-lucky fashion. Then there was the question of the vacation. They all agreed that the Long Vacation was a monstrous absurdity that ought to be swept away altogether. But there were also the Hilary, Easter, Trinity and Michaelmas Vacations, so that there was a great denial of justice to suitors in Her Majesty's Courts. Then there was the question of the practice which prevailed in the Chancery Court with regard to motions, by which counsel, in defiance of the wishes of solicitors, and without the slightest regard for the interests of clients, brought on motions when and how they pleased. The time had come when solicitors ought to put some pressure upon the authorities, and speak very plainly about a system which existed for the convenience of counsel, and in defiance of the opinion of all reasonable, rational business men. All this amounted very often to a denial of justice, and he was persuaded that it resulted in people avoiding the courts of justice. One of the principal duties solicitors had to discharge was to do their very best to keep their clients out of litigation and from being brought into contact with the administration of what was called justice. Then again, the judges were dragged away out of town when there were large arrears of business here, under the system of the assizes, to hear one or two cases which might be disposed of by the County Court Judge in a very short time. Mr. Justice Hawkins, at the Liverpool Assizes, had animadverted upon the matter only a few days ago. Were they as solicitors going to take any action to back up the opinion Mr. Justice Hawkins had then expressed, and to attempt to get rid of the useless assizes which took away Judges who were greatly wanted to dispose of the large arrears of business at th High Court? If the business of the High Court were despatched with promptitude, the amount of business solicitors would have to undertake

would be very much larger than it was ever likely to be under present circumstances.

Mr. W. P. W. PHILLIMORE (London) seconded the motion. He said this was a very old complaint. Everybody knew that the delay and expense of litigation were productive of mischief. And although they could not hope to get rid of all these matters for complaint, it was well from time to time that attention should be drawn to them, because it was only by nibbling at them gradually that they could hope to get rid of these difficulties, which acted as a deterrent to litigation, and induced suitors to abstain from going to the courts and obtaining that justice which was their due. It was not necessary to go into details, for it was the opinion of everybody.

The VICE-PRESIDENT (Mr. J. Wreford Budd) said the real question the meeting ought to discuss was the means of getting rid of these difficulties which were so apparent. He hoped the meeting would not agree to the first part of the resolution in the words suggested; he meant that part referring to the cost of legal proceedings as being to a great extent deterrent to suitors from availing themselves of the means of settling their disputes in the High Court. He thought that those who had had much experience in litigation knew very well that the proportion of these expenses which came to the solicitor bore a very small ratio to the whole expense and cost of litigation. The litigation department of many of the solicitors' offices was, as was thoroughly well known, very unremunerative. When they came to consider the necessary expense of a large staff, and other proper allowances, the amount of remuneration that they, as solicitors, got for attendances and litigation was very small indeed. And he should not like that any resolution should be passed which should permit of any other impression than that to go forth. He hoped that Mr. Ford would, at all events, substitute some other expression for "the costs of legal proceedings." The "expense of legal proceedings other than solicitor's costs" would meet his (the vice-president's) view. Although he agreed with the general principle of the resolution he would have to vote against it in its present form, because it would lead to a very wrong inference.

Mr. FORD said he had not the slightest objection to substitute the word "expenses" for "costs." He had dwelt upon particular items in speaking, and had certainly made no reference to the allowance of solicitors.

Mr. F. R. PARKER (London) said that if the vice-president would move that these words be omitted he would be happy to second the motion. He thought they might well leave the subject alone to-day. His views were that any alteration in the law with regard to costs ought to tend in the direction of a more perfect indemnity to the successful litigant. That it was not so was one of the great deterrents to litigation. Secondly, any amendment of procedure ought to tend in the direction of simplifying litigation and raising the allowance to solicitors, for by simplification was taken away a great part of that by which alone the solicitor received profits, and it should be made up to him. Lastly, with regard to the question of experts. He was afraid that must be left to be decided by the axiom that the labourer is worthy of his hire. The expert was enabled practically to name his own terms. If they wanted him they must pay him. All these were subjects which required more consideration than could be given to them at a meeting like this. He suggested that that part of the motion should be withdrawn, or that the vice-president should move that it be omitted.

The VICE-PRESIDENT moved, as an amendment, to omit the words "the costs of legal proceedings in the Chancery and Queen's Bench Divisions of the High Court of Justice, coupled with." He did so on the grounds that he thought they would lead to misunderstanding and a wrong impression.

Mr. PARKER seconded the amendment.

Mr. FORD said he was very happy to adopt the amendment, especially as it came from the vice-president. He did not altogether agree with Mr. Parker in what he had said with regard to expert witnesses. He thought Mr. Parker had given himself away when he said it was pretty much left to them to charge what they like. What a mysterious thing it was that while they could charge what they liked, the taxing master allowed the item against the other side. But he did not agree with Mr. Parker when he complained of the system of taxation.

The motion was then carried in the following form:—"That in the opinion of this meeting the uncertainty as to when cases will appear in the paper for trial, and on what day they will be heard when they are in such paper, operates to deter suitors from seeking redress in Her Majesty's Courts of Justice."

WEEKLY NOTES.

The PRESIDENT said that before the meeting separated he would like to call attention to one matter. There had been a meeting on the previous day of the Council of Law Reporting, of which he, as president, was one of the members. That body were considering the remodelling of the *Weekly Notes*, and they had drawn up a report. A committee of the Council of Law Reporting drew up a report for the consideration of the general body, and there was one paragraph with regard to which they wished him to endeavour to ascertain the opinion of the solicitor branch of the profession. The committee had had under their consideration the expediency of discontinuing to publish in the *Weekly Notes* extracts from the *London Gazette*. They did not want to diminish the size of the *Weekly Notes*, but wanted to occupy the whole of it with reports excluding the matter which now appeared, and which was extracted from the *London Gazette*. The committee submitted a report containing that suggestion to the Council of Law Reporting, and there was some discussion about it, and those of the Council of Law Reporting who represented the solicitor branch of the profession were of opinion that there was really no value in putting in the *Weekly Notes*, week-by week, the lists of adjudications in bankruptcy and so on, extracted from the *London Gazette*, and they asked him, as far as he could, to ascertain the opinion of the solicitor branch of the profession. He would, therefore, be glad to know whether, in the opinion of those present, it would be otherwise than proper that that part of the *Weekly Notes* should be discontinued?

Mr. PHILLIMORE thought the meeting was not in a position to express an opinion binding the rest of the solicitor branch of the profession or subscribers to the *Weekly Notes*. All the publishers of the *Weekly Notes* had to do was to send a resolution to their subscribers asking them whether they wished that portion retained or not. They could answer on a post-card, and the publishers have a much better opportunity of ascertaining the feelings of their subscribers than could be obtained by getting the opinion of a meeting like this. It would be altogether more satisfactory for them if they obtained the chance opinions of a few gentlemen at this meeting.

Mr. SPENCER WHITEHEAD (London) observed that for himself he might say that he had on several occasions found these entries of use—half a dozen times, perhaps, in the last few years.

A MEMBER thought the information in question very valuable, and that it ought to be retained. When the volumes were bound up they were very handy for reference. He thought that for the subscription that was paid they ought to be there.

The PRESIDENT said he had happened to mention the meeting, and he was asked if he could get an opinion.

The matter then dropped, and the proceedings terminated.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

At the General Examination of students of the Inns of Court, held at the Inner Temple Hall on the 2nd, 3rd, and 4th of April, 1895, the following students passed a satisfactory examination in Roman Law and Constitutional Law and Legal History:—Raymund Cecil Edward Allen, Stephen Montagu Burrows, James Cavander, John Arthur Freeman, Sheikh Mohamed Usuf Husain Khan, James Openshaw, George Digby Pepys, John Cosmo Stuart Rashleigh, and William Caldbeck Roper-Caldbeck, of the Inner Temple; William Jenkinson Abel and Edgar Ethelred Meggs, of the Middle Temple; Francisco Antonio Xavier Dos Santos, of Lincoln's-inn; Bakhchi Gokal Chand and Alexander Henry, of Gray's-inn. Examined, 17; passed, 14.

The following students passed a satisfactory examination in Constitutional Law and Legal History:—Francis Philip Armstrong, Robert Frederic Bayford, Cecil Arthur Verner Bowra, John Alexander Bucknill, Henry Bull, The Hon. Reginald William Coventry, Walter Alfred Floersheim, Ralph Jasper Lambert Fytche, Herman Barker Hahlo, Vernon Tickell Hill, The Hon. Hubert George Lyulph Howard, George Richard Lane-Fox, Chapman Frederick Dandy Marshall, Pherozshaw Rantanji Minvalla, John Ellison Otto, Bruce Lyttelton Richmond, Bertram Fletcher Robinson, Robert Holme Storey, Percy Tindal-Robertson, and William Owen Travis, of the Inner Temple; Lalla Sundar Dass, Ambrose Elton, Frank Freeth, Ernest Edward Humphrys, William Smith Jarratt, William Joseph Harding King, Henry Macdonald, John Robert Manners, Jean Baptiste Darcet Melotte, John William Paget Mosley, Hillary Richard Preston, Rai Phaw, Shiva Shankar Singh, Charles Edward Wolfe Stringer, and Launcelot Henlock Ayscough Stubbs, of the Middle Temple; Syed Ali Ausat, Richard Bacon, Edward Samuel John D'Alessio, Thomas Arthur Gilbert, Muhummad Rayazal Hassan, Henry Owen Joseph, Egbert George Rand, Pestonjee Hormusjee Jamsedjee Rustomjee, Arthur Louis Todhunter, Philip Debell Tuckett, and Lee Ah Yain, of Lincoln's-inn; and George Gregory Fisher, Frederick Charles Goodwin, Alfred Nicol Henderson, James Graham Leslie, and James Mecredy, of Gray's-inn. Examined, 57; passed, 51.

The council have awarded to the following students certificates that they have satisfactorily passed a public examination:—Herbert Crawshay Bailey, Henry Bucknall Betterton, William Poole Bloncowe, Ernest Albert Reginald Read Bloomfield, Edward Russell Clarke, Frederick Joseph Coltman, Herbert Frederick Cook, John Robert Davison, Alfred Russell Fordham, George Herbert Gill, Wilfrid Gutch, Robert William Hamilton, Hugh Somers James, John Reginald Jones, Alfred Amberson Barrington Marten, Ernest Lewis Matthews, William Edward Crosse Upcott, Arthur Frederick Clarence Weber, and George Lindsay Wilson, of the Inner Temple; John Augustus Abbensetts, Maurice Julian Berkeley, Diwan Tek Chand, Tyrrell Mildmay Comissiong, John Albert Compston, Joseph Jean Marie Gaston Delafaye, Algernon Massy Fleet, Peter Grain, Charles Olinthus Gregory, Wright Lissett, Pierce Essex O'Brien-Butler, Jethalal Motilal Parikh, Benjamin Alexander Napier Parrott, William Haldane Porter, Arthur Theodore Rooth, Bryan Inglis Southey, Daniel Harold Ryan Twomey, and Maung Tun Win, of the Middle Temple; Walter Gilstrap Branston, Major Greenwood, Edward Burn Hawes, Henry Scrope Freeheville Jebb, Mahomed Alli Jinnahbhai, Dhan Raj Shah, John James Gregson Slater, Isaac Sarodon Sparrow, David Miller Steen, Rigby Philip Watson Swift, and Abdullah Khan Bahadur Yusuf-Ali, of Lincoln's-inn; and Charles Secundyne Assee, Henry Alexander Barton, Walter Charles Copeland, Evelyn Edward Lowther Fawcett, Mohamed Kabiruddin, and Sidney Jorworth Mansel-Howe, of Gray's-inn. Examined, 70; passed, 54.

The following students passed a satisfactory examination in Roman Law:—James Finlay Anderson, Maurice Mills Baker, John James Bell, Lord Ion Basil Gawaine Temple Blackwood, Edward Charles Percy Boyd,

Harry Edward Brodrick, Lucas D'Oyley Carte, Walter James Clennell, Edward Randolph Tongue Croxall, Henry Latham Currey, Jan Hendrik Hofmëyr De Waal, Edward Herbert Merivale Drury, Harish Chunder Dutt, Cecil Louis Ferdinand Floersheim, George Holland Goodfellow, George William Heywood, Mostafa Hosain, Michael Granville Lloyd-Baker, Allan Maclean, Bihari Lal Rai, Ralph Leigh Ramsbotham, Philip Wigham Richardson, Charles Frederick Rumboll, Gerard Henry Craig Sellar, William North Symonds, Herbert Millingchamp Vaughan, and Walter George Wrangham, of the Inner Temple; Ram Asra, Hashmatrai Alumal Bhojvani, Nöel Ange Roger Cayeux, Nut Behari Chatterji, Panos Demetrius Cotroni, Herbert Davey, Walter Harold Davies, Alexander Thomas Dawson, William José De Freitas, Trimbaklal Jadavrai Desai, Henry Valentine De Satgè, Percy George De Worms, George Henry Dorrell, Samuel Robert Earle, Noel Ledbrook Griffith, Cecil Bishopp Harmsworth, Jacob Claudius Garner Harris, Charles Alan Henry, James Percival Hughes, Thomas William Jones, William Cayzer Kemp, Azeezur Rahman Khan, Edmund Marshall, Ernest William Munton, Sheikh Mohammad Nasib, Savile Charles Petch, Algernon Venables Plunkett, Sewak Ram, Khugja Mohammad Gholam Sadiq, George Percy Warner Terry, Sheikh Mohammad Umar, Ernest Charles Watson, Alexander Whyte, and Arthur Edward Wilberforce, of the Middle Temple; Bhuban Mohan Chatterjee, Sidney Albert Christopher, Charles Stafford Crossman, Jotindra Nath Dutt, Alfred James Fellows, Arthur William Grant, Mohammed Hayat Khan, S. Jahandar Meerza, Nagendra Chandra Mitra, Gobind Ram, John Bannerman Wainwright, John Patrick Walsh, and Oswald Osmund Wrigley, of Lincoln's-inn; and Henry Joseph Comyns, Chichester Crookshank, William Stanley Varenne Cullerne, Henry De Soberon, Robert Ernest Dummett, Alexander Maconachie, Pagadala Rungiah Naidu, Mohammed Pirbaksh, Robert Swaby, Albert William Dredrick Tocke, Isaac Petrus Van Heerdeen, and Montagu White, of Gray's-inn. Examined, 97; passed, 86.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—April 9—Mr. Cyril H. Pryor in the chair.—The subject for debate was: "That this society approves of the appointment of a public trustee." Mr. Thomas Douglas opened in the affirmative, and Mr. Percy E. Marshall opened in the negative. The following members also spoke:—Messrs. Harry Watkins, A. E. Clarke, Arthur Smith, F. W. Goodall, Neville Tebbutt, Haseldine Jones, and Nimmo. The motion was lost by 9 votes.

LEGAL NEWS.

OBITUARY.

Lord Moncreiff of Tullibole, formerly Lord Justice Clerk of the Scottish Court of Session, died on Saturday afternoon in his 84th year. He was admitted to the Scottish bar in 1833, and in 1850, at the age of thirty-nine, he became Solicitor-General, and in the following year Lord Advocate. During the next eighteen years he held the same post in successive Ministries. In 1869 he was raised to the bench as Lord Justice Clerk or President of the Second Division of the Court of Session. Of his career as a judge the *Scotsman* says: His extensive erudition, his sound judgment, his keen intelligence more than compensated his unfamiliarity with case law. He quickly mastered the salient features of a case, and his ready apprehension and masculine grasp guided him to more accurate decisions than were sometimes pronounced by those who passed for more brilliant lawyers. His judgments, written and oral, were always lucidly expressed, and his reported opinions will take high rank as admirable expositions of law. Better than those of most of his colleagues, his judgments stood the test of review by the House of Lords, and this as much as any other standard demonstrates the soundness of his judgment and the infinite capacity he had for taking pains. As a criminal judge he had few equals. Long experience of the administration of the criminal law, while chief law officer for the Crown, became an invaluable auxiliary in his judicial equipment, and not less essentially important in this regard was his knowledge of jury practice. His conduct of a trial by judge and jury was exemplary, indeed model. He typified the best traditions of an impartial tribunal. He retired from the bench in 1888.

APPOINTMENTS.

Mr. G. Kirk, solicitor, of 1A, Paternoster-row, London, has been appointed a Commissioner for Oaths for the Province of Nova Scotia, Canada.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Richard Denton Hughes and Oliver Beadles, solicitors, Bedford-row, London, and Royston (Hughes & Beadles). April 2.

Frederick de Courcy Hamilton and William Schreiber Hume, solicitors, Nos. 7 and 8, Working-street, Cardiff (Hamilton & Hume). The said Frederick de Courcy Hamilton will continue to practise at the above address, the said William Schreiber Hume having taken offices in St. John's-square, Cardiff, aforesaid, where he will continue to practise.
[*Gazette*, April 26.

Sidney George Spreat and Thomas Pelham Bullivant, solicitors, 27, Nicholas-lane, London (Spreat & Bullivant). April 27. The practice will be continued by the said Sidney George Spreat in his own name.
[*Gazette*, April 30.

GENERAL.

Mr. H. H. Fowler returned to town on Wednesday, apparently quite restored to health.

The *World* says that the new extradition treaty between England and Argentina, which has enabled the authorities to catch "the Tartar Prince," is known in the Foreign Office as "the Jabez Corpus Act."

The Press Association states that Mr. Joseph Walton, Q.C., of the Northern Circuit, has been appointed by the Home Secretary to the Recordership of Wigan, in the place of Mr. Gully, Q.C.

The *St. James's Gazette* says that the late Mr. Finlason, the *Times'* law reporter, has left reminiscences sufficiently complete to be edited for publication. He was an excellent *raconteur*, with a rare store of anecdote.

The Lord Chancellor, the Lord Chief Justice, and most of the judges who formerly belonged to the Northern Circuit are expected to be present at the dinner at which the members of that circuit will entertain the Speaker at the Hôtel Metropole on Saturday, June 22.

The following are the commission days fixed by the judges (Grantham and Vaughan Williams, JJ.) for the summer assizes on the Western Circuit—viz.: Salisbury, Wednesday, May 29; Dorchester, Saturday, June 1; Wells, Wednesday, June 5; Bodmin, Monday, June 10; Exeter, Saturday, June 15; Winchester, Friday, June 21; Bristol, Friday, June 28. Vaughan Williams, J., will proceed on circuit alone until Exeter is reached, when he will be joined by Grantham, J.

At the annual dinner of the Hardwicke Society last week, the Lord Chief Justice said that he really regretted to know that the habit of snuff-taking had fallen almost into complete desuetude at the bar. He remembered Sir James Bacon telling him on one occasion that when he was a junior there was not a single man in the court, from the judge on the bench to the usher, who did not carry a snuff-box, and he ended by saying, "Here I am, the only man left with a snuff-box."

In the course of his judgment in *Re Grosvenor & Co. (Limited)*, on Wednesday, Mr. Justice Vaughan Williams is reported by the *Times* to have said that the Companies Act, 1862, was never meant for the establishment of "one man" companies. Such companies were in some cases formed *bonâ fide* and were of benefit to the commercial community, but in many cases they were floated only for the benefit of the individual trader, and were not beneficial either to the community or the creditors of the company.

At Bristol, last week, Messrs. Hamnett, of London, offered for sale, by auction, the Wrington Valley Estate, in North Somerset, which Captain Forester inherited, together with the Bathwick Estate, in Bath, from the late Duke of Cleveland. The property, which included twenty-six farms and had a gross rent roll of about £5,800 a year, was first of all put up in one lot, but was withdrawn. It was then offered in 115 lots, and, with about a dozen exceptions, the whole of the lots were sold, the total amount realized being just under £100,000, a sum which was exceeded in consequence of several private sales being effected after the public auction. In the majority of instances the lots were purchased by the tenants.

The Lord Chief Justice, says the *Times*, presided over a meeting of the Judges of the Supreme Court, held on Monday morning in his lordship's private room at the Royal Courts of Justice, when there were present the Master of the Rolls, the President of the Probate and Divorce Division, the Lords Justices of Appeal, the Judges of the Chancery Division, and the Judges of the Queen's Bench Division, with the exception of Hawkins, J., who is on circuit, Mathew, J., who was indisposed, and Charles, J., who was sitting at the Old Bailey. The subjects under consideration were the provisions of the Court of Criminal Appeal Bill and the Supreme Court (Officers) Bill. The meeting, which was a strictly private one, lasted over two hours.

The *Daily News* says that in Paris, as in London, the number of merely ornamental barristers who have no intention of ever troubling the courts with their eloquence is very considerable. A recent Act, however, has had the effect of considerably reducing the number of these drones in the legal hive. Under that Act every barrister has to take out a "patente," or licence, every year, and for so doing he has to pay a sum of money, reckoned on the sliding system, according to the rental value of his house or apartments. To a man paying £120 a year rent, for instance, the yearly duty chargeable is £14. Among those who refuse to retain the nominal title of barristers at this price are M. Bérenger, the senator, and author of the famous Bérenger law dealing with first offenders: M. Fallieres, a former Prime Minister and Minister of Justice; and M. Fabrice Carré, the well-known dramatic author, who have requested that their names be removed from the rolls.

Mutual Life of New York. — The 52nd annual report of the Mutual Life Insurance Co. of New York to 31st December, 1894, now issued, commences with funds in hand £38,177,685 16s., which became at the end of the year £41,890,208 10s. 3d., an increase of £3,712,522 14s. 3d. The insurance premiums were, new, £2,145,109 13s. 11d.; renewals, £4,963,306 4s. 6d., making together £7,108,415 18s. 5d. Considerations for annuities brought in, £229,633 16s. 7d., an increase of nearly 40 per cent. Interest, rents, and dividends amount to £1,862,759 11s. 3d.; and

there is a profit and loss balance, chiefly appreciations of securities, of £821,776 19s., making a total income for the year of £10,022,586 5s. 3d. During the year 1894 the superintendent of the Insurance Department of the State of New York, the Hon. James F. Pierce, has, at the request of the management, made a thorough and exhaustive examination of the company's affairs, and this report winds up as follows:—"The superintendent, as the result of such examination, finds that the affairs of the said Mutual Life Insurance Company of New York are in a sound and prosperous condition; that its books, accounts, and records are kept with accuracy, order, and fidelity; and that its management entitles it to the continued confidence of its policy-holders and of the public at large."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, May 6	Mr. Godfrey	Mr. Farmer	Mr. Lavie
Tuesday 7	Leach	Rolt	Carrington
Wednesday 8	Godfrey	Farmer	Lavie
Thursday 9	Leach	Rolt	Carrington
Friday 10	Godfrey	Farmer	Lavie
Saturday 11	Leach	Rolt	Carrington

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, May 6	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 7	Beal	Ward	Jackson
Wednesday 8	Pugh	Pemberton	Clowes
Thursday 9	Beal	Ward	Jackson
Friday 10	Pugh	Pemberton	Clowes
Saturday 11	Beal	Ward	Jackson

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MARTIN.—April 17, at Gosport, Hants, the wife of Harry Jesse Martin, solicitor, of a daughter.

STEVENS.—April 18, at 43, Hamilton-road, Highbury, London, N., the wife of R. Arthur Stevens, solicitor, of a son.

MARRIAGES.

BALE—BEANLAND.—April 16, at Huddersfield, Arthur Edwin Bale, of 12, Courthope Villas, Wimbledon, solicitor, to Olive, third daughter of W. T. Beanland, of Clayton West.

MEAD—KOECHER.—April 18, at Manchester, Charles Walter Mead, of Rathmore Lodge, Bolton-gardens South, S.W., barrister-at-law, to Dorothea Julia Koecher, of Manchester.

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITIZEN GOLD MINING CO, LIMITED—Creditors are required, on or before Thursday, Aug 1, to send their name and addresses, and the particulars of their debts or claims, to Wm Tanner & Co, 3, Circus place, Finsbury circus

EDWARD HUMPHRIES, LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Gibson, 71, Temple row, Birmingham

GROSVENOR & Co, LIMITED—Petn for winding up, presented April 5, directed to be heard on May 1. Powell & Rogers, Essex st, Strand, agents for Halliley & Stimson, Bedford, solors for petner. Notice of appearing must reach the abovenamed Powell & Rogers not later than 6 o'clock in the afternoon of April 30

S. G. CLEMENTS & Co, LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to John Eastwell Skuse, 14, Lewins Mead, Bristol. King, Bristol, solor to the liquidator

TURNER ENGINE SYNDICATE, LIMITED—Creditors are requested, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Grange & Wintringham, St Mary's chmbrs, Gt Grimsby, solors to the liquidator

London Gazette.—TUESDAY, April 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAREY'S CYCLE CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Leopold Tucker, 39, Victoria st, Westminster

EBERLE RESTAURANT AND REFRESHMENT CONTRACTORS CO, LIMITED—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to William Henry Cochran, 5, Cook st, Liverpool. Boyle & Rutherford, Liverpool, solors to the liquidator

EMPIRE PRINTING AND PUBLISHING CO, LIMITED—Creditors are required, on or before Monday, May 27, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Newstead, 3, Church passage, Guildhall yard. Williams & Co., Laurence Pountney hill, solors for the liquidator

M. GUTTENBERG, LIMITED—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arthur Kingston, 4, Southgate, King st West, Manchester. Peters, Manchester, solor for the liquidator

THOMAS SEWING MACHINE CO, LIMITED—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Arthur Francis Whinney, 8, Old Jewry. Ayrton & Biscoe, Surrey st, Strand, solors to the liquidator

UNLIMITED IN CHANCERY.

LONDON SANITARY PROTECTION ASSOCIATION—Creditors are required, on or before June 15, to send their Christian and surnames, and their addresses, and description and the particulars of their debts or claims, to William Palmer Fuller, Portland House, Basinghall st. Sharpe & Co, New ct, Carey st, solors to liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 26.

BERMAN, THOMAS GREENWOOD, King William st, Hop Merchant June 1 Fowler v James, North, J. Smith, Wool Exchange, Coleman st

London Gazette.—TUESDAY, April 30.

CARR, JOHN EDWARD, Manchester, Yarn Agent May 28 Carr v Carr, Registrar, Manchester Bullock & Co, Manchester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 19.

ASHE, THEOPHILUS FIELDING, Oswestry, Wine Merchant June 1 Rowe & Co, Liverpool

BINKS, MARIA, Leeds May 21 Markland & Co, Leeds

BIRKETT, DANIEL, Birkett Mire, Cumbe, Yeoman May 15 Scott & Allan, Penrith

BOARDMAN, JOSEPH, Greenwich, Gent May 18 Howard & Shelton, Greenwich

BOWEN, OWEN, Brixton hill, Silk Mercer April 30 Hicklin & Co, Southwark

BUCHANAN, GEORGE, Chatham, Vestry Clerk June 24 Prall & Son, Rochester

BURD, WILLIAM, Okehampton, Solicitor June 1 Burd & Co, Okehampton

CARY, FRANCIS STEPHEN, Abinger, Esq May 24 Hilder, Jermyn st

CARY, LOUISA OCTAVIA, Abinger May 24 Hilder, Jermyn st

CLAMP, WILLIAM, Durham May 17 Chambers, Durham

FERGUSSON, ANNE PETRIE, Surbiton June 7 Harwood & Stephenson, Lombard st

FLAVELL, HELEN FLEMING, Mullabrack, Armagh May 31 Beachcroft & Co, Theobald's rd

FOXTON, HANNAH, Halifax May 18 Rhodes & Evans, Halifax

GROSVENOR, Lady DORA, Wansford May 11 Broughton & Co, Gt Marlborough st

HAMOND, ANTHONY, Westacre, Esq June 1 Hamond, Gt Trinity lane

HARPHAM, RICHARD, Laxton, Farmer May 24 Marshalls & Bate, East Retford

HOLLIER, JAMES, Market Bosworth, Gent, ADA HOLLIER, and ELLIOTT JOHN HOLLIER, Solicitor May 15 Loseby, Nuneaton

JEFFRYES, JAMES, Stamford Hill, Gent May 17 Foster, Gracechurch st

MACSWEENEY, THOMAS, Hackney, Gent May 31 Carpenter & Sons, Laurence Pountney lane

RICHARDS, EDWARD, Ebbw Vale, Tax Collector May 16 Powell & Hughes, Ebbw Vale

ROWE, JAMES, West Derby, Solicitor June 1 Rowe & Co, Liverpool

SALMON, ROBERT, Maidsmoreton, Farmer May 1 Hearn & Hearn, Buckingham

SHILLING, JOHN MONEY, Melton Mowbray, Hotel Proprietor May 31 Sherry, Raymond bldgs

SINDEN, THOMAS, Hastings, Butcher May 29 Morgan, Hastings

SLADE, CHARLES JOSEPH, Maidstone, Builder June 3 Ellis, Maidstone

SMITH, WILLIAM, Smarden, Kent, Esq May 31 Hicks & Co, Covent Garden

STOCKWELL, MARY ANN, Cheltenham May 29 Billings, Cheltenham

WHALEY, ANNE, Middleham May 6 Maughan, Middleham

WHITEHEAD, JAMES, Accrington, Slater May 27 Sharples, Accrington

WILSON, WILLIAM, Clapham, Gent June 24 Boulton & Co, Northampton sq

WOODHOUSE, ELIZABETH, Huddersfield May 1 Ramsden & Co, Huddersfield

YOUNG, JOHN, Underwood, Gent May 1 Hearn & Hearn, Buckingham

London Gazette.—TUESDAY, April 23.

ABERDARE, Lord, Princes gins May 31 Lee & Pembertons, Lincoln's inn fields

ASQUITH, SAMUEL BAXTER, Leeds, Gent May 18 Lupton & Fawcett, Leeds

BUSHBY, JOHN HENRY, Liverpool, Shipowner May 31 Bateson & Co, Liverpool

COWLEY, THOMAS, Worthing June 5 Eggar, Brighton

CONSTABLE, Sir FREDERICK AUGUSTUS TALBOT CLIFFORD, North Ferriby, Baronet July 1 Stamp & Co, Hull

FISHER, MARIA, Bolton, Tobacconist May 20 Balshaws & Challinor, Bolton

FRANCIS, WILLIAM, Alresford May 20 Blackmore & Co, Alresford
GALE, MARY WARNER, Weymouth June 6 Haines, Putney
GASS, ROBERT, Bethnal Green, Licensed Victualler May 14 Sandilands & Co, Fenchurch avenue
GREEN, ABIGAIL, Manchester June 7 Farrar & Co, Manchester
HAMILTON, THOMAS THEOPHILUS, Bury, Physician May 16 Pickstone, Bury
HEAPHY, ELIZA, Fulham May 18 Wilkinson & Son, Bloomsbury sq
HEATHCOTE, EDNA, Hyde May 18 Buckley & Co, Stalybridge
HERSCHELL, MORITZ, Birkenhead, General Merchant June 1 Hill & Co, Liverpool
HIGHAM, WILLIAM, Oldham, retired Mill Manager May 24 Whittaker, Oldham
HODGSON, WILLIAM, Evenwood, Farmer May 22 Proud, Bishop Auckland
HOPKINS, MARTHA, Horninglow May 31 Lowe & Auden, Burton on Trent
HOULTON, MARTHA AGATHA, Richmond May 31 Few & Co, Surrey st
HULLAH, FREDERICK, Salford, Leather Merchant May 25 Mercer, Manchester
LIDGATE, ALEXANDER, Chiswick, Butcher June 18 Cunliffes & Davenport, Chancery lane
LOCKWOOD, CROSBY, Stationers' Hall ct, Publisher June 1 Truefitt, Furnival's inn
MARCUS, MARK, Russell sq, Gent May 29 Marcus, Broad st avenue
MORRIS, DANIEL, Sandbach, Licensed Victualler May 28 Remer, Sandbach
MORRIS, NANCY, Sandbach May 28 Remer, Sandbach
NASH, HENRY, Liverpool, Merchant June 7 Smith, Liverpool
PLUME, JANE, Bournemouth May 13 Jones, Bloomsbury sq
RATCLIFFE, HENRY COAKLEY, Kensington, Esq June 15 Corsellis & Co, Chancery lane
ROBERTS, GEORGE, Nayland, Farmer May 13 Marshall & Potter, Colchester
ROGERS, JAMES CHARLES WARRINGTON, Blakenham Magna May 16 Chas Rogers & Co, Westminster
ROSAMOND, JOHN JAMES, Hackney, Piano Maker June 24 Keeble, Coleman st
SANDERS, ALFRED, Layer de la Haye, Essex, Maltster June 1 Marshall & Potter, Colchester
SCOTT, JAMES, Clevedon May 20 Carlton & Stephens, St Austell
SHAW, ANN, Brighouse May 30 Furniss, Brighouse
SHAW, JOHN, Brighouse, Glazier May 30 Furniss, Brighouse
TIMMS, CHARLOTTE, Leamington At once Handley & Co, Warwick
TRAVERS, JAMES, Buckerell, Gardener May 25 Hayward, Honiton
TURNER, CHRISTOPHER, Haverhill, Licensed Victualler May 18 Graham, Haverhill
WALSH, MARY, Halifax May 1 Leach, Halifax
WILLIAMS, ISABELLA, Sloane st May 30 Wood & Wootton, Fish st hill

London Gazette.—FRIDAY, April 26.

ALLEN, RODNEY VANSITTART, Hornsey, Lieutenant-Colonel July 30 T & E T Randell, Gray's inn
BARKER, JAMES, Lyng, Farmer June 1 Culley, Norwich
BATTYE, MARGARET, Huddersfield May 22 Laycock & Co, Huddersfield
BAXTER, JOHN LEA, Hull, Gent May 28 Buckton, Hull
BISHOP, WILLIAM JOHN, Northumbrid st May 31 Foy & Co, Clifford's inn
BURNETT, JAMES, South Kensington June 15 Hollams & Co, Mincing lane
BROWNJOHN, FRANCES LOUISA, Cheltenham May 15 Francillon, Dursley
BURROUGHS, MARIA JANE, Bath June 14 Stone & Co, Bath
CASE, EDWARD JOHN, Bristol May 16 Spofforth, Bristol
CHANT, SAMUEL, Sydenham May 22 Spottiswoode, Craven st
COLE, JOSEPH, Christian Matford, Wilts, Farmer June 15 Bevin, Wootton Bassett
CROMPTON, HENRY, Hyde, Furniture Broker June 26 Brownson, Hyde
DUGDALE, ELIZABETH, Gloucester ter May 31 Romer, Bucklersbury
DYDE, ELIZABETH, Kensington Park rd, Housekeeper May 24 Neve & Beck, Lime st
FIFE, JAMES GEORGE, Goring on Thames, Lieutenant June 28 Clarkson & Co, Lime st
FOSTER, ELLEN, Kilburn June 7 Fooks & Co, Carey st
GEBERT, FREDERICK, Sheffield June 5 Oxley & Coward, Sheffield
GOLDIE, JAMES, Dorchester, Licensed Victualler May 24 Symonds & Sons, Dorchester
GRAIN, RICHARD CORNEY May 31 Neish & Co, Watling st
GRANT, THOMAS BARNET, Wood Green, Electrical Engineer June 24 Challinors, Hanley
GROSVENOR, Lady DORA, Wansford May 11 Broughton & Co, Gt Marlborough st
GREGORY, SARAH, Groby June 8 Wright & Son, Leicester
HARMAN, STEPHEN, Earl's Court rd, Grocer May 17 Gedge & Co, Westminster
HARRIS, WILLIAM, Salhouse, Farmer May 14 Tuck, Norwich
HARTLEY, JAMES, Bingley, Yorks June 1 Platts, Bingley
HAYNES, RICHARD, Madeley May 13 Thorn, Iron Bridge
HEAP, WILLIAM, Ramsbottom, Innkeeper May 31 Woodcock & Sons, Haslingden
HENSHALL, EMMA May 31 Reinhardt, Birkenhead
HODSON, JAMES, Burley June 1 Duncan & Son, Liverpool
HUNT, JOHN, Balham June 10 Corsellis & Co, Wandsworth
LAWRENCE, JOSEPH, Walsall, retired Buckle Maker June 24 Evans, Walsall
LEA, JOHN, Leicester, Contractor June 12 Wright & Son, Leicester
LOVERIDGE, THOMAS, Noble st May 31 Croft & Mortimer, Coleman st
MCLOBG, ANN DIANA, Cambridge st June 1 Stone & Co, Bath
MEAD, ELIZA, Leighton Buzzard June 7 Newton, Leighton Buzzard
MOODY, JAMES, Kingston upon Hull, Builder June 17 Townsend, Hull
MORRIS, WILLIAM JAMES, Forest Gate, Gent May 23 Hulbert & Crowe, Broad st bldgs
MOSS, CHARLES PHILIP, Portland pl May 31 Parker & Co, Cornhill
O'CONNOR, THOMAS, Deptford June 5 Bellord, Cheapside
PALFREY, MARY ANN, Sulhamstead Bannister, Berks May 31 Beale & Martin, Reading
PILLANS, CRAIG, Manchester, Mechanic May 31 Smith, Manchester
PITMAN, SAMUEL WILLIAM, Bristol May 16 Spofforth, Broad st
PLUMMER, EDWARD, Canterbury, Solicitor June 24 Plummer, Canterbury
RIGBY, JAMES, Lowton May 18 Widdows, Leigh
RIVINGTON-HARMAR, HENRY JAMES, Russell sq, Esq June 10 Rivington & Son, Fenchurch bldgs
RODDICK, MATTHEW, Norwich, Licensed Victualler June 24 Watson & Everitt, Norwich
SCOTT, JAMES, Clevedon May 20 Carlyon & Stephens, St Austell
SLADE, CHARLES, JOSEPH, Maidstone, Builder June 3 Ellis, Maidstone
SHACKLE, EDWARD, Hayes, Esq June 24 Wills, Uxbridge
SWAFFIELD, JETHRO DUNNELL, Bath, Coachbuilder May 18 Nash, Bath
TAYLOR, MARY ANNE, Camberwell May 31 Mason & Co, Gresham st
TOLER, HENRIETTA ELIZABETH, Cornwall gdns May 23 Burch & Co, Spring gdns
TOWNSEND, HENRY FOX, Swindon, Solicitor June 10 Townsend, Barrow in Furness
TOWNSEND, JOHN, Eynsham, Corn Merchant May 31 Mallam & Son, Oxford
WAKELING, THOMAS CLARKSON, Merthyr Tydfil, Architect June 1 Lewis & Jones, Merthyr Tydfil
WATSON, WILLIAM BENJAMIN, London wall May 27 Sturt, Ironmonger lane
WEBBY, MARIANNE KEELING JULIANA, Sydenham May 20 Willett & Latter, Bromley

London Gazette—TUESDAY, April 30.

BAIRD, CECILIA GEORGE, Kelso, N B May 31 Ponsonby, Westminster
BEAUCHAMP, GEORGE THOMAS, Guildford, Esq May 31 Smallpeice & Co, Guildford
BETTS, FRANCES, Lancaster gate May 31 Valpy & Co, Lincoln's inn fields
BEYFUS, PHILIP, Russell sq May 10 Beyfus & Beyfus, Lincoln's inn fields
BOWLY, JOHN, Alton June 24 Ellis, Lincoln's inn fields
CALVERT, LYDIA BAKER, Bradford June 1 Mossman & Co, Bradford
CHARLTON, Mrs ANNE, Mitcham June 1 Hulberts & Hussey, Lincoln's inn
COHEN, ISRAEL, New Bond st May 10 Beyfus & Beyfus, Lincoln's inn fields
COHEN, MOSS, Tavistock sq May 10 Beyfus & Beyfus, Lincoln's inn fields
COLLINS, GEORGE, Bexhill, Carter June 12 Atkinson & Atkinson, Hastings
DORSETT, HENRY WILLIAM, Brushfield st, Coffee house Keeper May 31 Harriet Elizabeth Dorsett
ENGLAND, WILLIAM, Pontefract, Gent June 1 Moxon, Pontefract
FIELDSEND, ROBERT SMITH, Stainton le Vale, Farmer July 1 Rhodes, Market Rasen
GAWLER, ELIZABETH, Forest Gate May 27 Munday, Fish st hill
GUEST, JOSEPH, Farm Hall Green, Farmer May 31 Cottrell & Son, Birmingham
GUNSTON, DANIEL, Islington May 23 Dunkerton & Son, Bedford row
HAMER, ELIZABETH, Bury June 6 P & J Watson, Bury
HAMER, JOHN, Bury, Auctioneer June 6 P & J Watson, Bury
HAMER, JOHN, Rochdale, Cotton Spinner June 12 Jackson & Co, Rochdale
HARRISON, FRANCES, Kentish Town June 1 Kinsey & Co, Bloomsbury pl
HEAVEN, ELIZABETH FRANCES, Manchester June 1 Foyster & Co, Manchester
HISCOCK, GEORGE, Gillingham May 14 Trevanion & Co, Bournemouth
HOLDEN, JAMES, Rochdale, Gent June 10 Standring, Rochdale
HUGHES, THOMAS OGWEN, Liverpool, Grocer June 1 Symond & Edwards, Liverpool
HUME, JAMES, Eastbourne June 30 Langham & Son, Eastbourne
INNES, ROBERT, Brockley, Wine Merchant June 1 Greig, Abingdon st
JONES, ELIZA, Streatham June 10 Lee & Co, Queen Victoria st
JONES, JOHN, Penygraig May 14 Simons & Sons, Pontypridd
JOSLING, MARY, North Weald June 1 H & H W Gibson, Ongar
LAURENCE, SYDNEY, Clapham Pk, Esq May 30 Markby & Co, Coleman st
LAYE, JOSEPH HENRY, Bayswater, General May 28 Beaumont & Co, Chancery lane
LESLIE, ANDREW, Gosforth June 14 Leadbitter & Harvey, Newcastle upon Tyne
MAIDEN, SAMUEL, Penn, Gent May 31 Manby & Son, Wolverhampton
MARSHALL, JOHN, Buckingham, Builder May 14 Hearn & Hearn, Buckingham
MYERS, HENRY HART, Gresham bldgs May 10 Beyfus & Beyfus, Lincoln's inn fields
NATERS, MARGARET, Newcastle on Tyne May 31 Simey & Co, Sunderland
PEPPER, CAROLINE ELLEN, Beeston June 17 Watson & Co, Nottingham
PRESTON, ERNEST, Thurcaston June 1 Darley & Cumberland, Bedford row
PRICE, THOMAS, Shrewsbury May 22 Clarke & Son, Shrewsbury
PROTHEROE, HESTER, Bristol June 1 Minet & Co, King William st
RABBETH, GEORGE, Weymouth, Gent June 17 Baddeley, Leadenhall st
SAINSBURY, WILLIAM NOEL, Maida Vale June 1 J H & J Y Johnson, Lincoln's inn fields
SHAW, THOMAS, Kettering, Basket Maker June 12 Bull, Kettering
SMITH, ELIZABETH, North Weald June 1 H & H W Gibson, Ongar
SMITH, HENRY, Ilkley, Railway Guard May 25 Mossman & Co, Bradford
SMITH, JOSEPH, Bradford, Commission Agent May 17 Robinson & Co, Bradford
STRANGE, CHARLOTTE JANE HALKETT, Southsea May 28 Upfil, Chancery lane
SUMNER, FRANCES MARY, Birkenhead June 9 Keightley & Co, Liverpool
TALBOT, ELIZABETH MARY May 21 Linaker & Linaker, Runcorn
TAYLOR, JAMES, Bloxwich, Awl Blade Maker June 1 Evans, Walsall
TIPPET, WILLIAM, Christchurch hill, Mon, retired Joiner June 1 Gardner & Herbert, Newport, Mon
TODD, CHARLES CHRISTOPHER FUNSTON, Birkenhead June 7 Toulmin & Co, Liverpool
TUTTIETT, SARAH, Walton on Thames June 10 Grenside, Westminster
VAN VEEN, ADRIANUS, Upper Baker st June 24 Morris Bew, Portsea
WHITE, GEORGE BAILEY, Upper Clapton May 31 Gadsdon, Bishopsgate
WIGGIN, CHARLOTTE, St Leonards May 31 Young & Co, Hastings

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 26.

RECEIVING ORDERS.

AMERY, WALTER, Goole, Ship Broker Wakefield Pet April 24 Ord April 24

BATEMAN, WILLIAM, Bootle cum Linacre, Contractor Liverpool Pet April 23 Ord April 23

BATTY, ALFRED, Chiswick, General Dealer High Court Pet Jan 29 Ord April 23

BURTON, CHARLES EMANUEL, Heath Town, Builder Wolverhampton Pet April 20 Ord April 22

BUXTON, JOHN HENRY, Kimberley, Brickmaker Nottingham Pet April 24 Ord April 24

CHAPMAN, HUGH, South Norwood, Stationer Croydon Pet March 21 Ord April 23

CROSLAND, JOSEPH, Huddersfield, Farmer Huddersfield Pet April 22 Ord April 22

DEXTER, ANDREW, Willesden Green, Gent High Court Pet Jan 29 Ord April 23

FANTA, FERDINAND, Temple avenue, Engineer High Court Pet Oct 29, 1894 Ord April 22

FERNEYHOUGH, HENRY, Longton, Butcher Longton Pet April 10 Ord April 23

FURZE, CHRISTOPHER, Mevagissey, Fisherman Truro Pet April 22 Ord April 23

GANDER, HERBERT, Brighton, Draper Brighton Pet April 22 Ord April 22

GODDARD, FRANK, South Tottenham, Licensed Victualler High Court Pet April 22 Ord April 22

GODRICH, WILLIAM, Birmingham, Dairyman Birmingham Pet April 24 Ord April 24

GRENVILLE, THOMAS SAMUEL, Maddox st, Shirtmaker High Court Pet April 3 Ord April 20

GRIFFITH, SAMUEL, Penmynydd, Farmer Bangor Pet April 22 Ord April 23

GUDGEON, ALFRED, Kendal, Baker Kendal Pet April 24 Ord April 24

HALL, HENRY GEORGE, Cheltenham, Carriage Painter Cheltenham Pet April 24 Ord April 24

JAY, HARRIET, South Hampstead, Spinster High Court Pet March 21 Ord April 20

JEWELL, R, Bayswater, Widow High Court Pet Jan 29 Ord April 20

JOHNS, JOHN MORGAN, Swansea, Grocer Swansea Pet April 22 Ord April 22

JONES, HUGH SIMON, Ebbw Vale, Mon, Grocer Tredegar Pet April 22 Ord April 22

LOMAX, WILLIAM HARRY, Southport, Commission Agent Liverpool Pet April 23 Ord April 22

LOWE, GEORGE HENRY, Goole, Miller Wakefield Pet April 24 Ord April 24

MANSBRIDGE, JOSIAH, Finsbury circus, Builder High Court Pet March 1 Ord April 24

METCALFE, THOMAS, Chatburn, Cycle Agent Blackburn Pet April 24 Ord April 24

OATES, TAYLOR, Liverpool, Builder Liverpool Pet March 27 Ord April 22

PERRYMAN, HENRY, Ilfracombe, Fruiterer Bristol Pet April 22 Ord April 22

POCKLINGTON, ROBERT JAMES, Austendyke, Farmer Peterborough Pet March 30 Ord April 24

PRICE, WILLIAM RAYMOND, Bristol, Confectioner Bristol Pet April 23 Ord April 23

PROUD, ALFRED JONATHAN, Ramsey, Baker Peterborough Pet April 22 Ord April 22

RIDGWAY, THOMAS, Lower Mitcham, Grocer Croydon Pet April 22 Ord April 22

ROBSON, STUART, Chancery lane High Court Pet March 28 Ord April 22

RUSSELL, Captain JOHN R, Weston super Mare High Court Pet Feb 21 Ord April 22

SPITTLE, THOMAS, Wednesbury, Egg Merchant Walsall Pet March 13 Ord April 18

STEVENS, ALFRED, Maida Vale, Actor High Court Pet March 5 Ord April 20

STOREY, CHARLES HENRY, North Runcton, Grocer King's Lynn Pet April 22 Ord April 23

STOREY, GEORGE, North Runcton, Builder King's Lynn Pet April 23 Ord April 23

THOMPSON, BERTRAM H, Bedford Bedford Pet March 9 Ord April 24

WALTERS, CHARLES, Swansea, Grocer Swansea Pet April 23 Ord April 23

WARREN, EDMUND GEORGE, Chudleigh, Artist Exeter Pet April 23 Ord April 23

WEBB, THOMAS MONTGOMERY, Lichfield, Lieutenant Walsall Pet Jan 8 Ord April 8

WINN, JOHN, Stanningley, Grocer Bradford Pet April 10 Ord April 23

WOOLF, JOSEPH ISAAC, Birmingham, Refreshment house Keeper Birmingham Pet April 23 Ord April 23

YOUNG, HUBERT JOHN, Coventry, Baker Coventry Pet April 23 Ord April 23

ORDER RESCINDING RECEIVING ORDER.

CRANE, JAMES, Nottingham, Gent Nottingham Rec Ord Jan 15 Rescn April 9

FIRST MEETINGS.

ATKIN, HENRY, Farmer May 7 at 11 Off Rec, 31, Manor row, Bradford

BAKER, JOHN KINGDOM, Cheltenham May 7 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

BARTLEY, HENRY POWELL, Reading, Solicitor May 7 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

BECKENBACH, HENRY, Leicester, Hosiery Factor May 6 at 12.30 Off Rec, 1, Berridge st, Leicester

BORNER, HERMANN EDWARD FREDERICK, Leadenhall st, Merchant May 10 at 11 Bankruptcy bldgs, Carey st

BRITTON, ALFRED JOHN, Lowestoft, Smackowner May 7 at 10.30 Lovewell Blake, 6th Quay, Gt Yarmouth

BROOKSBANK, CHARLES, Bradford, Tailor May 9 at 12 Off Rec, 31, Manor row, Bradford

BROWN, CHARLES, Falmouth, Hairdresser May 4 at 11.30 Off Rec, Boscawen st, Truro

BROWNE, ELIZABETH JANE, Paignton, Outfitter May 7 at 11 Off Rec, 10, Athenæum terrce, Plymouth

BYWATER, THOMAS, Fattingham, Corn Merchant May 3 at 3 Off Rec, Wolverhampton

CAVEN, NATHANIEL, Wolverhampton, Draper May 6 at 11 Off Rec, Wolverhampton

CLAPTON, JOHN WILLIAM, Leeds, Woollen Manufacturer May 6 at 11 Leeds Law Institution, 1a, Albion pl, Leeds

COLEBY, SAMUEL JAMES, Norwich, Currier May 4 at 11 Off Rec, 8, King st, Norwich

CROSLAND, JOSEPH, Huddersfield, Farmer May 3 at 12 Off Rec, 6, Queen st, Huddersfield

D'ARCY, RICHARD, Wolverhampton, Draper May 6 at 11.30 Off Rec, Wolverhampton

DICKSON, T M, Crostwick, Clerk in Holy Orders May 4 at 12.30 Off Rec, 8, King st, Norwich

EDWARDS, THOMAS, Ferndale, Collier May 3 at 3 Off Rec, Merthyr Tydfil

GILLIAT, GEORGE, Candlesby, Grocer May 14 at 1.30 Off Rec, Boston

GOLD, GEORGE, Stepney, Tailor May 6 at 12 Bankruptcy bldgs, Carey st

GREGSON, FREDERICK HOLGATE, Bradford, Commission Agent May 7 at 12 Off Rec, 31, Manor row, Bradford

HALL, EDMUND, Cheltenham, Coachman May 3 at 3 County Court bldgs, Cheltenham

HALL, HENRY GEORGE, Cheltenham, Carriage Painter May 3 at 3.30 County Court bldgs, Cheltenham

HAZELL, ERNEST ORTON, Forest Hill, Kent May 3 at 11.30 24, Railway app, London Bridge

HICKS, WILLIAM AUGUSTIN, Fowey, Saddler May 4 at 12.30 Off Rec, Boscawen st, Truro

HICKS, VINCENT CLARKE, Beckenham, Military Tailor May 7 at 12.30 24, Railway app, London Bridge

HUMPHREYS, THOMAS GRIFFITH, Llanfyllin, Musical Instrument Dealer May 6 at 1 Off Rec, Llanidloes

JACKSON, HENRI, and FRANK ARTHUR MEGSON, Liverpool, Confectioners May 8 at 3 Off Rec, 35, Victoria st, Liverpool

JONES, ELIZABETH ANN, Llanelly, Licensed Victualler May 4 at 11.30 Off Rec, 11, Quay st, Carmarthen

JONES, REES LEWIS, Merthyr Tydfil, Cabman May 3 at 2 Off Rec, Merthyr Tydfil

LISTER, FREDERICK, Bradford, Wool Merchant May 9 at 11 Off Rec, 31, Manor row, Bradford

LONG, HENRY, Kenninghall, Farm Bailiff May 4 at 12 Off Rec, 8, King st, Norwich

MERRWALD, OSBORNE SPENCER, Acton, Surgeon May 4 at 11 Off Rec. 95, Temple chmbrs, Temple avenue

MORRICE, GEORGE LEVER, Formby, Clerk May 7 at 3 Off Rec, 35, Victoria st, Liverpool

NICHOLLS, JOHN EDWARD, Lydney, Butcher May 3 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

PICKERSGILL, JOHN, Swinceshead, Innkeeper May 14 at 1 Off Rec, Boston

POWELL, JOHN, Merthyr Tydfil, Innkeeper May 3 at 12 Off Rec, Merthyr Tydfil

PROUD, ALFRED JONATHAN, Ramsey, Baker May 6 at 12 Law Courts, New rd, Peterborough

SHORTRIDGE, FREDERICK, Salford, Mule Overlooker May 16 at 3 Ogden's chmbrs, Bridge st, Manchester

SMITH, CARTER, Pudsey, Bobbin Maker May 8 at 11 Off Rec, 31, Manor row, Bradford

STEPHENS, HENRY POTTINGER May 3 at 12 Bankruptcy bldgs, Carey st

SUGG, ALBERT, North Kensington, Linen Draper May 3 at 2.30 Bankruptcy bldgs, Carey st

SUMMERS, JOHN, Notting Hill May 6 at 11 Bankruptcy bldgs, Carey st

THORPE, JOHN, Boston, Baker May 14 at 12 Off Rec, Boston

THRUTCHLEY, THOMAS, Knutsford May 8 at 3 Ogden's chmbrs, Bridge st, Manchester

THRUTCHLEY, WILLIAM, Knutsford May 8 at 3.5 Ogden's chmbrs, Bridge st, Manchester

WRAY, JOSEPH, Billinghay, Farmer May 14 at 12.30 Off Rec, Boston

WRIGHT & HUNTER, St John's Wood, Builders May 3 at 11 Bankruptcy bldgs, Carey st

The following amended notice is substituted for that published in the London Gazette of April 23:—

LLEWELYN, JOHN CONNOP THIRLWALL, Leamington, Gent May 6 at 1.30 Off Rec, 17, Hertford st, Coventry May 8

ADJUDICATIONS.

ABDELA, JACOB, Manchester, Merchant Manchester Pet March 19 Ord April 24

AMERY, WALTER, Goole, Ship Broker Wakefield Pet April 24 Ord April 24

BAYLASS, WILLIAM DALE, Torquay, Chemist Exeter Pet March 13 Ord April 20

BLACK, JOSEPH, Birmingham, Wheelwright Birmingham Pet April 19 Ord April 23

BUXTON, JOHN HENRY, Kimberley, Brickmaker Nottingham Pet April 24 Ord April 24

CARTWRIGHT, ZACHARIAH, Fenchurch st, Colour Manufacturer High Court Pet Feb 26 Ord April 20

CAVEN, NATHANIEL, Wolverhampton, Tailor Wolverhampton Pet March 22 Ord April 22

COLEMAN, JOHN OSBORNE, Upper Baker st, China Dealer High Court Pet March 20 Ord April 20

CROSLAND, JOSEPH, Meltham, Farmer Huddersfield Pet April 23 Ord April 23

FOX, AMELIA, Brixton hill, Draper Wandsworth Pet March 21 Ord April 23

FURZE, CHRISTOPHER, Mevagissey, Fisherman Truro Pet April 22 Ord April 23

GANDER, HERBERT, Brighton, Draper Brighton Pet April 20 Ord April 22

GRIFFITH, SAMUEL, Penmynydd, Farmer Bangor Pet April 19 Ord April 23

GUDGEON, ALFRED, Kendal, Baker Kendal Pet April 24 Ord April 24

HALL, HENRY GEORGE, Cheltenham, Carriage Painter Cheltenham Pet April 24 Ord April 24

HENSCHEL, JOSEPH, Leicester sq, Club Proprietor High Court Pet March 15 Ord April 20

HEWES, HORACE ERNEST, Hammersmith, Tailor High Court Pet April 11 Ord April 20

HUMPHREYS, THOMAS GRIFFITH, Llanfyllin, Musical Instrument Dealer Newtown Pet April 19 Ord April 22

JACKSON, HENRI, and FRANK ARTHUR MEGSON, Liverpool Confectioners Liverpool Pet Jan 24 Ord April 22

JOHNS, JOHN MORGAN, Swansea, Grocer Swansea Pet April 22 Ord April 22

JONES, HUGH SIMON, Ebbw Vale, Mon, Grocer Tredegar Pet April 20 Ord April 22

LLEWLEY, WILLIAM, Birmingham, General Dealer Birmingham Pet April 11 Ord April 11

LOMAX, WILLIAM HARRY, Southport, Commission Agent Liverpool Pet April 23 Ord April 23

LONG, HENRY, Kenninghall, Farm Bailiff Norwich Pet April 18 Ord April 23

LOWE, GEORGE HENRY, Goole, Miller Wakefield Pet April 24 Ord April 24

MASON, GEORGE, Battersea, Commercial Traveller Wandsworth Pet Oct 23, 1894 Ord April 22

MELTON, SAMUEL ROBERT, Richmond Wandsworth Pet Dec 19, 1894 Ord April 22

METCALFE, THOMAS, Chatburn, Cycle Agent Blackburn Pet April 24 Ord April 24

PALFRAMAN, OTLEY, Wistow, Yorks, Farmer York Pet April 20 Ord April 22

PRICE, WILLIAM RAYMOND, Confectioner Bristol Pet April 23 Ord April 23

PROUD, ALFRED JONATHAN, Ramsey, Baker Peterborough Pet April 22 Ord April 22

SELLMAN, JOHN, Leacroft, Staffs, Farmer Walsall Pet April 10 Ord April 18

SHELTON, JOHN ROBERT, Stainland, Yorks, Licensed Victualler Halifax Pet April 23 Ord April 23

SHORTRIDGE, FREDERICK, Salford, Mule Overlooker Salford Pet April 9 Ord April 24

SKIRROW, PETER, Colne, Butcher Burnley Pet April 22 Ord April 22

SMITH, CARTER, Pudsey, Bobbin Maker Bradford Pet April 22 Ord April 22

SHELTON, JOHN ROBERT, Halifax, Licensed Victualler Halifax Pet April 23 Ord April 23

SHORTRIDGE, FREDERICK, Salford, Beerseller Salford Pet April 9 Ord April 23

SKIRROW, PETER, Colne, Butcher Burnley Pet April 22 Ord April 22

SMITH, CARTER, Pudsey, Bobbin Maker Bradford Pet April 22 Ord April 22

STOREY, CHARLES HENRY, North Runcton, Farmer King's Lynn Pet April 22 Ord April 22

STOREY, GEORGE, North Runcton, Carpenter King's Lynn Pet April 23 Ord April 23

TEYE, KATHLEEN MARY, Lockhampton, Spinster Cheltenham Pet April 4 Ord April 22

TYDEMAN, GEORGE, Stowmarket, Watchmaker Bury St Edmunds Pet April 20 Ord April 20

WALTERS, CHARLES, Swansea, Grocer Swansea Pet April 23 Ord April 23

WARREN, EDMUND GEORGE, Chudleigh, Artist Exeter Pet April 23 Ord April 23

WOOLF, JOSEPH ISAAC, Birmingham, Refreshment House Keeper Birmingham Pet April 23 Ord April 23

YOUNG, HUBERT JOHN, Coventry, Baker Coventry Pet April 23 Ord April 23

London Gazette.—TUESDAY, April 30.

RECEIVING ORDERS.

ADAMS, WILLIAM POYNOR, Bloxwich, Wheelwright Walsall Pet April 26 Ord April 26

ARMSTRONG, CHARLES, Grafham, Farmer Peterborough Pet April 27 Ord April 27

BARNBY, MARY ANN, Edgbaston, Widow Birmingham Pet April 11 Ord April 25

BRAMISH, the Rev F J de V, Richmond Wandsworth Pet Feb 1 Ord April 25

BIGDEN, THOMAS CHARLES, Itchingfield, Farmer Brighton Pet April 27 Ord April 27

BLACKER, ALFRED, Llandaff, Cabinet Maker Cardiff Pet April 26 Ord April 26

BLANCHARD, THOMAS, Walsall, Furniture Dealer Walsall Pet April 24 Ord April 24

BOOTH, GEORGE, Shipley, Commission Agent Bradford Pet April 26 Ord April 26

BURNETT, WILLIAM, Leeds, Advertising Contractor Leeds Pet April 24 Ord April 24

DENT, JAMES WILSON, Crathorne, Farmer Stockton on Tees Pet April 25 Ord April 25

DEVONSHIRE, JOHN, Northampton, Coal Merchant Northampton Pet April 26 Ord April 26

DIDCOTT, HUGH JAY, Covent Garden, Dramatic Agent High Court Pet April 1 Ord April 26

DOWNING, CHARLES, Eckington, Ironmonger Chesterfield Pet April 27 Ord April 27

ETTE, FREDERICK, Rushden, Beer Retailer Northampton Pet April 25 Ord April 25

GARMAN, VINCENT CORNELIUS, Eastbourne, Medical Practitioner Eastbourne Pet April 25 Ord April 25

HARGREAVES, HANNAH, and JOHN HARGREAVES, Manchester, Tobacconists Manchester Pet April 4 Ord April 26

HILTON, HENRY, Pemberton, Coal Dealer Wigan Pet April 24 Ord April 24

HOYE, ROBERT, Birmingham, Tailor Birmingham Pet April 25 Ord April 25

HOLT, FRANK L, Brighton Eastbourne and Lewes Pet April 11 Ord April 26
HUDSON, ALBERT EDWARD ROSE, Torrington st, Solicitor High Court Pet March 2 Ord April 26
JONES, PHILIP, Swansea, Builder Swansea Pet April 26 Ord April 26
JONES, THOMAS CHARLES, Ross, Farmer Hereford Pet April 26 Ord April 26
LANDON, GEORGE ALFRED, Hereford, Wine Merchant Hereford Pet April 27 Ord April 27
LAWRENCE, HARRY, Hackney, Boot Manufacturer High Court Pet March 25 Ord April 27
LESS, JOSEPH BEDDOW, Willenhall, Auctioneer Wolverhampton Pet April 24 Ord April 25
LETHEBE, WILLIAM, Newport, Mon. Shopkeeper Newport, Mon Pet April 26 Ord April 26
LEVER, GILES, jun, Marston, Builder Nantwich Pet April 25 Ord April 25
LINE, A, Wardour st High Court Pet April 5 Ord April 27
MATTHEWS, RICHARD, Richmond, Yorks, Grocer Northallerton Pet April 25 Ord April 25
MILLWARD, GEORGE, Oldbury, Public house Manager West Bromwich Pet April 24 Ord April 24
MYERS, ALEXANDER, Aberavon, Outfitter Neath Pet April 25 Ord April 25
PROCTER, HENRY, Parkgate, Yorks, Grocer Sheffield Pet April 26 Ord April 26
RADNALL, JOSEPH, Nottingham, Bootmaker Nottingham Pet April 27 Ord April 27
READER, JOHN, Church Gresley, Collier Burton on Trent Pet April 27 Ord April 27
ROBINSON, WILLIAM GRIFFITH, Roberttown, Earthenware Manufacturer Dewsbury Pet April 25 Ord April 25
RUFFLE, FREDERICK HARDY, Lewisham, Publisher Greenwich Pet March 28 Ord April 26
SANDERS, GEORGE FREDERICK, Eastcheap, Tea Merchant High Court Pet April 18 Ord April 25
SHEARLY, HARRY, Redditch, Farmer Worcester Pet March 27 Ord April 27
SIBSON, EDWARD JOHN, Landport, Tailor Portsmouth Pet April 24 Ord April 24
STUBBS, HOBERT JOSIAH, Newgate st High Court Pet April 2 Ord April 25
SUFRINI, PAUL, Nunhead, Art Publisher High Court Pet March 27 Ord April 25
THOMAS, BENJAMIN, Swansea, Hosier Swansea Pet April 24 Ord April 24
TOWNEND, JOSEPH, and GEORGE EDWARD TOWNEND, Crofton, Butchers Wakefield Pet April 26 Ord April 26
WARD, WILLIAM, Bildeston, Outfitter Ipswich Pet April 25 Ord April 25
WATTS, HUGH EDWARD, Pembroke, Grocer Pembroke Dock Pet April 26 Ord April 26
WHEELER, ALPHEUS BEN BRICKLAND, Abingdon, Tailor Oxford Pet April 26 Ord April 26
WISBEY, JACOB, Cambridge, Waiter Cambridge Pet April 27 Ord April 27
WOLFF, GEORGE GABRIEL, Haggerston, Ink Manufacturer High Court Pet April 3 Ord April 25

The following amended notice is substituted for that published in the London Gazette of April 16:—

BRAGG, ALFRED EATON, Cheddar, Licensed Victualler Wells Pet March 27 Ord April 11

FIRST MEETINGS.

ABDELA, JACOB, Manchester, Merchant May 10 at 3 Ogden's chmbrs, Bridge st, Manchester
BAILY, WILLIAM HAGLEY, Wimbledon, Theatrical Manager May 7 at 11.30 24, Railway app, London Bridge
S BATES & SONS, Dewsbury, Carpet Manufacturers May 8 at 3 Off Rec, Bank chmbrs, Batley
BERSON, SARAH, Bishops Stortford, Dressmaker May 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
BELCHER, EDWARD, Sambrook, Farmer May 10 at 1.30 North Western Hotel, Stafford
BRADFORD, GEORGE WILLIAM, Horsham, Music Seller May 8 at 3 Off Rec, 24, Railway app, London Bridge
BRAGG, ALFRED EATON, Cheddar, Licensed Victualler May 6 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
BROOKER, GEORGE, Salehurst, Carpenter May 20 at 12 Young & Sons, Bank bldgs, Hastings
BROWETT, CHARLES JACOB, Moseley May 9 at 12 23, Colmore row, Birmingham
CAMPBELL, JAMES, Butcher May 8 at 11 Off Rec, Pink lane, Newcastle on Tyne
COMBER, JOSEPH, Barrow in Furness, Tailor May 6 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
COOPER, MATTHEW, Cullercoats, Fish Salesman May 13 at 11 Off Rec, Pink lane, Newcastle on Tyne
CROSSLEY, JAMES WILLIAM, Leeds, Commission Agent May 9 at 11 Off Rec, 22, Park row, Leeds
DERRICK, RICHARD, Scarborough, Shipsmith May 8 at 11.30 Off Rec, 74, Newborough st, Scarborough
FRANCIS, EMILY MARIA, Bridgend, Draper May 7 at 11.30 Townhall, Cardiff
FURZE, CHRISTOPHER, Mevagissey, Fisherman May 7 at 11.30 Off Rec, Boscawen st, Truro
GARDNER, HERBERT, Brighton, Draper May 8 at 2.30 Off Rec, 24, Railway app, London Bridge
HALL, THOMAS, Wishaw, Tea Merchant May 8 at 11 23, Colmore row, Birmingham
HAMMETT, CHARLES HENRY, Birmingham, Umbrella Manufacturer May 10 at 11 23, Colmore row, Birmingham
HAYWARD, JOHN, and FRANK HAYWARD, Bournemouth, Builders May 7 at 12.30 Off Rec, Salisbury
HILTON, HENRY, Pemberton, Coal Dealer May 8 at 11 16, Wood st, Bolton
HOUGHTON & SON, E, Stroud Green, Builders May 7 at 2.30 Bankruptcy bldgs, Carey st
JONES, EVAN, Aberayron, Innkeeper May 10 at 3 Feathers Hotel, Aberayron
LEVY, H, Birmingham, Baker May 9 at 11 23, Colmore row, Birmingham
MACEY, THOMAS HYDE, Aberavon, Grocer May 8 at 12 Off Rec, 31, Alexandra rd, Swansea
MARSHALL, CHARLES HENRY JOHN, Walsall, Saddle Manufacturer May 9 at 11.30 Off Rec, Walsall
MITCHELL, ALEXANDER, Aldersgate st May 7 at 11 Bankruptcy bldgs, Carey st
PARIS, WILLIAM HENRY, and THOMAS ARTHUR PARIS, Liverpool, Jewellers May 14 at 2 Off Rec, 35, Victoria st, Liverpool
PERRYMAN, HENRY, Bristol, Fruiterer May 8 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
POCKLINGTON, ROBERT JAMES, Austendyke, Farmer May 21 at 12 Law Courts, New rd, Peterborough
PRICE, WILLIAM RAYMOND, Bristol, Confectioner May 8 at 1.15 Off Rec, Bank chmbrs, Corn st, Bristol
RIDER, WALTER, and ELLEN RIDER, Stockport, Drapers May 10 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
ROBINSON, WILLIAM GRIFFITH, Roberttown, Yorks, Earthenware Manufacturer May 7 at 10.30 Off Rec, Bank chmbrs, Batley
SELLMAN, JOHN, Leacroft, Staffs, Farmer May 9 at 11 Off Rec, Walsall
SHELTON, JOHN ROBERT, Halifax, Licensed Victualler May 7 at 11 Off Rec, Townhall chmbrs, Halifax
STONE, WALTER ALFRED, Putney, Lieutenant Colonel May 8 at 11.30 24, Railway app, London Bridge
THATCHER, ALFRED HOWE, Winford, Licensed Victualler May 8 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
TOWNSEND, JAMES, Westbourne, General Dealer May 15 at 3 Dolphin Hotel, Chichester
WAITE, WILSON, Manchester, General Merchant May 10 at 3.30 Ogden's chmbrs, Bridge st, Manchester
WARREN, EDMUND GEORGE, Chudleigh, Artist May 9 at 11 Off Rec, 13, Bedford circus, Exeter
WATSON, GEORGE, Consett, Licensed Victualler May 13 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
WATSON, MARY, Newcastle on Tyne, Drysalter May 8 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
WHITEHORN, ALFRED EDWARD, Bristol, Corset Manufacturer May 8 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
YOUNG, HUBERT JOHN, Coventry, Baker May 7 at 10.30 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ADAMS, WILLIAM POYNOR, Bloxwich, Wheelwright Walsall Pet April 26 Ord April 26
ARMSTRONG, CHARLES, Grafham, Farmer Peterborough Pet April 27 Ord April 27
BLACKER, ALFRED, Llandaff, Cabinet Maker Cardiff Pet April 26 Ord April 26
BURNETT, WILLIAM, Advertising Contractor Leeds Pet April 24 Ord April 24
BURTON, CHARLES EMANUEL, Heath Town, Builder Wolverhampton Pet April 20 Ord April 25
DENT, JAMES WILSON, Crathorne, Farmer Stockton on Tees Pet April 24 Ord April 25
DEVONSHIRE, JOHN, Northampton, Coal Merchant Northampton Pet April 26 Ord April 26
DOWNING, CHARLES, Eckington, Ironmonger Chesterfield Pet April 26 Ord April 27
EYTE, FREDERICK, Rushden, Beer Retailer Northampton Pet April 25 Ord April 25
GODRICH, WILLIAM, Birmingham, Dairyman Birmingham Pet April 24 Ord April 25
HALL, THOMAS, Birmingham, Tea Merchant Birmingham Pet Jan 22 Ord April 27
HILTON, HENRY, Pemberton, Coal Dealer Wigan Pet April 24 Ord April 24
JONES, PHILIP, Swansea, Builder Swansea Pet April 26 Ord April 26
JONES, THOMAS CHARLES, Ross, Farmer Hereford Pet April 26 Ord April 26
LANDON, GEORGE ALFRED BUCKLER, Hereford, Wine Merchant Hereford Pet April 27 Ord April 27
LETHEBE, WILLIAM, Newport, Mon, Shopkeeper Newport, Mon Pet April 25 Ord April 26
LEVER, GILES, jun, Marston, Ches, Builder Nantwich Pet April 22 Ord April 25
MATTHEWS, RICHARD, Richmond, Yorks, Grocer, Northallerton Pet April 24 Ord April 25
MILLWARD, GEORGE, Oldbury, Public house, Manager W Bromwich Pet April 19 Ord April 24
MITCHELL, ALEXANDER, Aldersgate st High Court Pet Feb 19 Ord April 27
MURRIN, WILLIAM, Greenwich, Publican Greenwich Pet Feb 28 Ord April 19
MYERS, ALEXANDER, Aberavon, Outfitter Neath Pet April 25 Ord April 25
POCKLINGTON, ROBERT JAMES, Austendyke, Farmer Peterborough Pet March 29 Ord April 27
PRICE, JOSEPH, Enfield Wash, Glass Merchant Edmonton Pet April 1 Ord April 25
PROCTOR, HENRY, Parkgate, Grocer Sheffield Pet April 26 Ord April 26
RADNALL, JOSEPH, Nottingham, Bootmaker Nottingham Pet April 27
READER, JOHN, Church Gresley, Collier Burton on Trent Pet April 27 Ord April 27
ROBERTS, JOSEPH, Tenby, Lodging house Keeper Pembroke Dock Pet April 6 Ord April 27
ROBINSON, WILLIAM GRIFFITH, Roberttown Dewsbury Pet April 25 Ord April 25
SHARLE, WALTER RICHARD, Sheffield, Currier Sheffield Pet April 3 Ord April 25
SIBSON, EDWARD JOHN, Landport, Tailor Portsmouth Pet April 24 Ord April 24
THATCHER, ALFRED HOWE, Winford, Licensed Victualler Bristol Pet April 20 Ord April 25
THOMAS, BENJAMIN, Swansea, Hosier Swansea Pet April 24 Ord April 24
TOWNEND, JOSEPH, and GEORGE EDWARD TOWNEND, Crofton, Yorks, Butchers Wakefield Pet April 26 Ord April 26
WARD, WILLIAM, Bildeston, Outfitter Ipswich Pet April 25 Ord April 25
WHEELER, ALPHEUS BEN BRICKLAND, Abingdon, Tailor Oxford Prt April 26 Ord April 26
WISBEY, JACOB, Cambridge, Waiter Cambridge Pet April 27 Ord April 27

SALE OF ENSUING WEEK.

May 8.—Messrs. GLASIER & SONS, at the Mart, E.C., at 2 o'clock, a Freehold Mansion—Palace Gate House, Kensington—(see advertisement, this week, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52*s*. WEEKLY REPORTER, *in wrapper*, 26*s*.; *by Post*, 28*s*. SOLICITORS' JOURNAL, 26*s*. 0*d*.; *by Post*, 28*s*. 0*d*. *Volumes bound at the office—cloth*, 2*s*. 9*d*., *half law calf*, 5*s*. 6*d*.